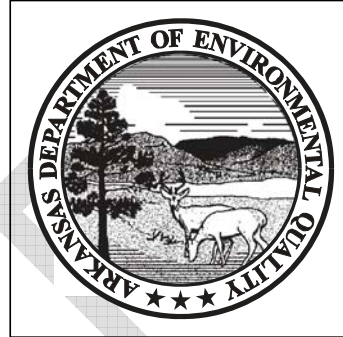
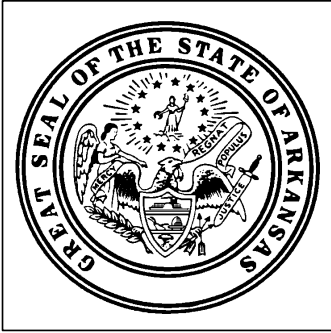


STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY



**PROJECT MANUAL - DISMANTLING AND DEMOLITION
PARTS AND EQUIPMENT STORAGE BUILDING
(DRUM VAULT)**

ABANDONED CEDAR CHEMICAL SITE
HELENA-WEST HELENA, PHILLIPS COUNTY, ARKANSAS

Date: xxxxxxxxxxxx 2007

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FOR: Arkansas Department of Environmental Quality
P.O. Box 8913
Little Rock, Arkansas 72219 – 8913
(501) 682-0835 or (501) 682-0852

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**INVITATION TO BID
Section 00130**

[Design Professional's Office] Arkansas Department of Environmental Quality (ADEQ)
[Address] 8001 National Drive, Little Rock, AR 72209
[Phone number] (501) 682-0744

[Project Name/Number] Dismantling and Demolition
Parts and Equipment Storage Building (Drum Vault)
Former Cedar Chemical Company
Helena - West Helena, Arkansas

1. You are invited to bid on a General Contract for the dismantling and demolition of the parts and equipment storage building, also known as the "drum vault" located at the former Cedar Chemical Company site in Helena - West Helena, Arkansas for the Arkansas Department of Environmental Quality, hereinafter termed Owner. The bid shall be on a lump sum basis.
2. *There will be a mandatory Pre-Bid Conference held at _____ on _____ at the site. The State reserves the right to schedule additional mandatory meetings. No bid shall be accepted from any Bidder failing to attend any mandatory meeting(s).*
3. Owner will receive bids until [_____] p.m., local time, [_____, 200_____]. Bids may be mailed or delivered to the conference room of Arkansas Building Authority Construction Section, 501 Woodlane, Suite G 05, Little Rock, Arkansas, 72201, hereinafter termed ABA. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the time and date mentioned. Interested parties are invited to attend.
4. ABA, unless designated to another entity, supervises the bidding and awarding of all construction contracts, approves contract change orders, request for final payment and ensures that on-site observations are accomplished.
5. Obtaining contract documents through any source other than the Design Professional listed above or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the Contract documents should be examined and are obtainable, free of charge, from the Arkansas Department of Environmental Quality, Mr. Deran Ford (501) 682-0878 or Mr. Clark McWilliams (501) 682-0850. An unofficial electronic version of the Contract Documents can be viewed on the ADEQ webpage (www.adeg.state.ar.us); a link will be located on the front webpage. The electronic version is not official and bids submitted on the electronic form will be rejected.
6. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.
7. Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to ABA of the completed Disclosure (ABA 00850) form will be a condition of the Contract. The Owner cannot enter into any contract nor can ABA approve any contract, which does not obligate the contractor to require the submission of Disclosure (ABA 00850) forms for subcontractors exceeding \$25,000.
8. Bidders are hereby notified that Arkansas Department of Labor Prevailing Wages Rates will apply.

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9. **The State reserves the rights to reject any and all bids, and to waive any formalities.** Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted unless the project is federally funded pursuant to Ark. Code Ann. §17-25-315.
10. Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

DRAFT

Arkansas Building Authority

Mike Huckabee, Governor • Anita M. Murrell, Director

501 WOODLANE • SUITE 320C • LITTLE ROCK, AR • 72201 • (501) 682-1833 • FAX (501) 682-5589 • TDD (501) 682-1487

To: All Bidders
From: Paul Ehenger, State Construction Administrator
Re: Common Bidding Mistakes
Date: February 6, 2006

The following list* are the ten most common mistakes which occur in the bid submittal process and result in bid rejections.

- 1) *Not listing the Subcontractor's name or the Contractors name (Mechanical, Plumbing, Electrical, Roofing) in the space provided on the bid form.*
- 2) *The listed Subcontractor's license has expired or is misclassified (when the Subcontractor's work is \$20k or more for the work).*
- 3) *Bid Bond is not signed by a resident/ non resident agent licensed within Arkansas.*
- 4) *Addenda are not acknowledged by the Contractor on the Bid Form.*
- 5) *Failure to submit any bid security or the issuing surety company for the Bid Bond is not qualified and authorized to do business within the State.*
- 6) *Bid Bond is not signed by the Contractor.*
- 7) *Bid Form is not signed by the Contractor or Contractors representative.*
- 8) *Expired Contractor's license or is misclassified for the work.*
- 9) *Not listing the Prime Contractors license number on the Bid Form.*
- 10) *Bid Bond not accompanied by the Agent's Power of Attorney.*

*This is NOT an all inclusive checklist and is only being provided as informational assistance to bidders. Bidders should become familiar with all the bid documents, procedures, rules and laws governing bid submittals and state contracting processes.

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"An Equal Opportunity Employer"

INSTRUCTIONS TO BIDDERS
Section 00200

1. **BIDDING DOCUMENTS.** Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) or ABA are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the State to reject any and all bids and to waive any formality.
2. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.** Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. Failure to do so is at the sole risk of the bidder. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.
3. **INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.**
 - 3.1 All references to the Owner shall be interpreted to mean the Agency for whom the work is being contracted.
 - 3.2 If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the project, written requests for interpretation or correction may be made to the ABA Construction Section within the time frame stated above.
 - 3.3 Address all communications regarding the Contract Documents to the Design Professional. In those instances where a Design Professional is not involved, address all such communications to ABA Construction Section, 501 Woodlane Suite, G 05 Little Rock, AR 72201 (501-682-5574).
 - 3.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Design Professional; and in those instances where a Design Professional is not involved the ABA Construction Section shall distribute Addenda in the above referenced manner. The State will not be responsible for oral explanations or interpretation of the Contract Documents.
 - 3.5 Addenda issued during the bidding period will be incorporated into the Contract Documents.
4. **SUBSTITUTIONS.**
 - 4.1 Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during bidding period.

- 4.2 In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.
5. **TYPE OF BID.**
- 5.1 The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsive and responsible base bid amount. No segregated bids, alternate bids, or assignments will be considered.
- 5.2 The estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.
6. **PREPARATION OF BID.** Bid shall be made on an unaltered Bid Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. If this solicitation requires bidding on all items, failure to do so will disqualify the bid. Bidder shall furnish all information required by the solicitation and bid documents. Bids shall be signed with name printed below the signature. Where Bidder is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor's license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation. Bids signed by an agent shall be accompanied by evidence of that agent's authority. Bids submitted by contractors who are not properly licensed shall be rejected.
- 6.1 Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture
7. **BID GUARANTEE AND BONDS.**
- 7.1 Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$20,000.00. The bidder will be required to submit a bid security, which includes enclosing a cashiers check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract. Bid bonds shall be made by a surety company qualified and authorized to do business in the State of Arkansas. The bid bond shall be executed by a resident or non-resident agent who is licensed by the Arkansas Insurance Commissioner to represent the surety company executing the bond. The agent shall file a power of attorney to act on the behalf of the bonding company with the bid bond. Failure to submit a valid bid security in accordance with Arkansas laws and regulations, including a power of attorney with the bid bond, shall render the bidders proposal void.

- 7.2 The bid security shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid security shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.
- 7.3 Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.
- 7.4 Failure to execute the Contract and file an acceptable full payment and performance bond and proof of insurance within the time frame as stated in 6(b) of Section 00410 Bid Form after the intent to award has been issued to the bidder shall be just cause for the cancellation of the award and forfeiture of the bid bond, which shall become the property of the agency, not as a penalty but in liquidated damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be rebid and constructed under contract or otherwise as the State determines. The responsible low bidder who fails to execute the Contract and submit an acceptable payment and performance bond and proof of insurance will not be permitted to bid on any subsequent advertisement of that project
8. **PERFORMANCE AND PAYMENT BOND.** Performance and Payment Bonds are not required for bids \$20,000.00 or under, except for roofing projects. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100 percent of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising thereunder within the time frame as stated in 6(b) of Section 00410 Bid Form after receipt of the Intent to Award. The bond shall be made by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident or non-resident agent licensed by the State Insurance Commissioner, to represent the surety company and the agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. The bond shall be written in favor of the Owner. Bidder shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.
9. **SUBCONTRACTORS.** Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors, including his own forces, when the subcontractor's portion of the project is \$20,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVACR), Plumbing, Electrical and Roofing. Those listed in these spaces must be properly licensed for listed work that is for \$20,000 or more.

A bidder should request clarification from the Design Professional (or from ABA Construction Section, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical –indicative of HVACR; electrical; plumbing; roofing) is a component of the project, but space has not been provided on the bid form for the listing of such, if the bid form lists a type of Work that is not a component of the project or if the bidder has any question on how to fill out the proposal with respect to the listing of subcontractors. Clarification should be made in accordance with Instruction 3.2.

- 9.1 For those bids where the listed subcontract work is \$20,000.00 or more, the Prime Contractor must make a decision as to which subcontractor or his own forces he intends to use. The prime contractor shall place the names of each subcontractor or his own forces he intends to perform the Work and indicate whether the amount of the listed Work is \$20,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed Work, however, if the listed Work is \$20,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, and indicate in the space provided on the Bid Form whether the amount of the listed Work is \$20,000.00 or more. *If the bid form lists HVAC, electrical, plumbing, and/or roofing the bidder must fill in the blank space with the contractor/subcontractor that will perform this work. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.*
- 9.1 For those bids where the listed subcontract Work is below \$20,000.00, the Prime Contractor must make a decision as to which subcontractor or his own forces he intends to use. The Prime Contractor shall place the names of each subcontractor or his own forces he intends to perform the Work and indicate in the space provided on the Bid Form whether the listed Work is under \$20,000.00. *. If the bid form lists HVAC, electrical, plumbing, and/or roofing the bidder must fill in the blank space with the contractor/subcontractor that will perform this work. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.*
- 9.1.1 It shall be mandatory that any subcontractors listed on the Bid Form by the Prime Contractor are awarded a contract under Ark. Code Ann. § 22-9-204. Prime Contractors who submit a bid listing unlicensed subcontractors or use unlicensed subcontractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform Work having a value of \$20,000.00 or more on a state project are subject to a civil penalty, after notice and hearing, of not less than \$250.00 nor more than \$500.00 and may be suspended from bidding on state projects. In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid thereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional, the owner, and ABA.
- 9.2 License/Certification Requirement
- a. No person shall perform Work on the contract without possessing an Arkansas State License or Certification for the Work they are performing from the appropriate governing Boards. Apprentices will be appropriately supervised according to the State governing Boards requirements.
- b. All licensed craftsman shall have a copy of their license with them and shall be required to provide it to an ABA or Owner Representative upon request.
- 9.3 Pursuant to Ark. Code Ann. § 22-9-404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Bidder.
10. **SUBMITTAL.** Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with: the words "Bid Documents", project name and number, name of Bidder, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form.
11. **MODIFICATION, WITHDRAWAL AND SCRIVERNERS' ERROR.**

- 11.1 Modification and Withdrawal. Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Bidder's signature within 24 hours after bid opening.
- 11.2 Scriveners' Error. Pursuant to Ark. Code Ann. § 19-4-1405 (e), bidders may request in writing to the ABA Director, to be relieved of their bid any time after the bid opening, but no later than 72 hours after receiving the intent to award, excluding Saturdays, Sundays and holidays. Scriveners' error is an error in the calculation of a bid which can be documented by clear and convincing written evidence and which can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn; and the bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission, or a typographical error as opposed to an error in judgment.
- 11.2.1 Failure to make a timely request constitutes a waiver by the bidder of the bidder's right to claim that the mistake in his or her bid was a scriveners' error.
12. **DISQUALIFICATION OF BIDDERS.** The State shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.
13. **APPLICABLE LAWS.**
- 13.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.
- 13.2 Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner or ABA, or both may impose a range for appropriate remedies up to and including termination of the Contract.
- 13.3 Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- 13.4 State licensing laws for Contractors shall be complied with.
- 13.5 Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract, nor can ABA approve any such contract, for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

- a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
- b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00 to complete and sign the Contract and Grant Disclosure and Certification form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

- c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" ABA 00850 is included at the end of division zero.

- 13.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all prime contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- 13.7 The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §19-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., Ark. Code Ann. § 22-2-101 et seq. and the Arkansas Building Authority Minimum Standards and Criteria.
14. **LIQUIDATED DAMAGES.** The amount of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Bidder understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.
15. **PREBID CONFERENCE.** There will be a mandatory Pre-Bid Conference held on the date, time, and location listed in the Invitation for Bids. All prospective bidders are required to attend. Bidders failing to attend a mandatory pre-bid conference will have their bid rejected by ABA Construction Section. ABA reserves the right to reschedule the mandatory Pre-Bid Conference or to schedule additional mandatory conferences.
16. **OPENING.** Bids will be opened as identified in the Invitation to Bid.
17. **EVALUATION AND CONSIDERATION OF BIDS.** It is the intent of the State to award a Contract to the lowest responsive qualified Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds certified for the project by more than 25%. The State shall have the right to waive any formalities in a bid received and to accept the bid which, in the State's judgment, is in its best

interests and upon approval of ABA. The State shall have the right to accept any or all bids for a period not to exceed the time frame as stated in 6(d) of Section 00410 Bid Form.

- 17.1 Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid opening, then the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing will be conducted by ABA personnel and another person so designated by ABA in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the State of Arkansas. Documentation of the drawing shall be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the State's reserved right to reject any and all bids and to waive any formalities.
18. **EXECUTION OF CONTRACT.**
- 18.1 The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract.
- 18.2 The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance and a copy of the policies showing all endorsement, exclusions within the time frame as stated in 6(b) of Section 00410 Bid Form after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond. The owners notice to proceed shall not be issued until the insurance policies have been reviewed and approved by the owner. The successful contractor will commence work within five (5) days of the start date listed on the notice proceed issued by the owner or ABA.
- 18.3 The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

END OF DOCUMENT

**INFORMATION AVAILABLE FOR CONTRACTOR REVIEW AND
SPECIAL SITE CONDITIONS
Document 00230**

1. The Cedar Chemical site is an abandoned pesticide manufacturer which began operations in the early 1970s. It is located at 49 Phillips Road 311 in West Helena, Arkansas. Operations at the site ended in 2002 when the facility owner(s) filed for bankruptcy. Since that time the United States Environmental Protection Agency (USEPA) and the Arkansas Department of Environmental Quality (ADEQ) have accomplished several response actions to stabilize site conditions to reduce the environmental damage from the waste materials and impacted environmental media.
2. In 2003, USEPA, Region 6 Response and Prevention Branch personnel mobilized to the site to remove and disposal of hazardous substances that were left uncontrolled in and around the facility. The efforts by USEPA consisted of collecting the unused raw products and final products from the six (6) onsite production units used to manufacture the pesticides. USEPA and its contractor also categorized and removed numerous small quantity items of unknown chemical from the onsite laboratory and research facilities. Site information and some information about the USEPA conducted response action are available for review at ADEQ – Central Records Section, Public Outreach Division, Little Rock, Arkansas. Appointments to review the information may be arranged by calling (501) 682-0008.
3. Throughout the last three (3) to four (4) years ADEQ has maintained the site to reduce the possibility of further hazardous substance releases to the environment, and has periodically conducted investigation work and interim measures work to evaluate and respond to environmental conditions. ADEQ's onsite work has included the operation and maintenance of some equipment in order to treat and manage the stormwater runoff from the former facility. ADEQ has also sampled and analyzed stormwater after the facility was abandoned in order to evaluate the condition and to determine whether stormwater still significantly contributes to the impacted environment. Records of the operations and maintenance, and investigation work (past and present) are available for review at ADEQ.
4. As mentioned, there exists around the site numerous tanks, including raw and finish products storage vessels. Most of these tanks are vertical and set inside secondary containment structures of various states of integrity. The lagoon based wastewater treatment facility is located across the industrial park road south of the plant proper. It was and still is used to treat the water that runs off the plant site and water that collects in the secondary containment structure and numerous sumps around the former facility. A railroad loading area is located along the north facility boundary. It consists of a rail spur and several railcar loading stations..
5. Current site facilities include six (6) productions units with ancillary equipment and tanks, numerous site buildings (office, maintenance, product storage, etc...), and a lagoon based wastewater treatment plant. This interim response action, to be conducted pursuant the Arkansas Remedial Action Trust Fund Act (RATFA) (A.C.A. §§ 8-7-501), consists of the dismantling/demolition of an onsite parts and equipment storage building (formerly the site maintenance building) and the subsequent removal and disposal of the drummed wastes beneath the building (drum vault). As indicated in the available project information files, the part storage building was originally built as the maintenance shop and contains a shallow concrete trench in the floor slab which drains to the outside of the structure. When the building was converted to parts and equipment storage that trench was filled in and concreted over. The building was constructed upon an engineered burial vault for offspec, intermediates, and waste materials related to the Basalin pesticide production. The foundation of the building was design with six (6) inch reinforced concrete slabs and stem walls surrounding drummed

solid waste materials encased by a Bentonite clay/sand mixture between the drums, which were lain on their sides. Recently the roof on the building has begun to leak and rain water has entered inside the structure. The infiltration of rain water has caused what appears to be some acid/base chemical reaction along the old trench in the building, forming calcium based crystals from the reaction with the concrete compounds.

6. Health and safety related issues will be the responsibility of the contractor. Caution should be used when around the site buildings structure and materials. Physical injury hazards exist around the site and proper safety measures should be included in any work conducted onsite. Pesticide contaminated soils and materials also exist around the site. Direct dermal exposure could results from excessive handling of these materials. Thus, minimal handling and disturbance of these materials should be incorporated into the work. If the work should involve the potential direct skin contact with contaminated materials, then proper safety measures should be utilized. A health and safety official employed or contracted by the contractor should be used if there are uncertainties about each situation. Records of previous investigation work are available for review at ADEQ.
7. In addition to the pesticide contaminated soils outside the buildings, asbestos containing solid materials and polychlorinated biphenyl (PCB) liquid materials may be present around the site. Although not anticipated, potential asbestos containing materials may be found in and around the old pipe and vessel insulation and boiler equipment. PCB latent oil may exist within the transformers located throughout the site, and some of the other older oils around the site. If encountered, special handling (including worker safety) and disposal requirements exist for these materials. Health and safety related issues will the responsibility of the contractor. ADEQ has no information relating to asbestos or PCB containing materials. Nevertheless, if encountered during the course of the Work, the proper handling and disposal of these materials will be the responsibility of the contractor.
8. The Contractor will be required to meet the training and implementation requirements of 29 CFR 1910.120, 29 CFR 1926, and all other applicable federal, state, and/or local safety regulations (e.g., selection and use of personal protective equipment). The Contractor will also be required to meet all applicable local environmental and/or transportation regulations.

END OF DOCUMENT

**BID FORM
Section 00410**

Bid Time: _____
Bid Date: _____
Location: Arkansas Building Authority
Suite G 05 501 Woodlane
Little Rock, AR 72201

BID TO: Arkansas Building Authority and Arkansas Department of Environmental Quality

BID FROM:

PROJECT: Dismantling and Demolition - Parts and Equipment Storage Building (Drum Vault)

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid of:

\$ _____
Dollar Amount Is To Be Shown Numerically

2. Allowances: Not Required

3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar amount is to be shown numerically.

Bid Item	Description	Approx. Quantity	Unit	Unit Price	Amount
1.	Insurance, Permits, Licenses, Bonds	N/A	Lump Sum	N/A	\$ _____
2.	Project Plans and Implementation	N/A	Lump Sum	N/A	\$ _____
3.	Content Relocation and Salvage of Building	N/A	Lump Sum	N/A	\$ _____
4.	Demolition and Removal of Concrete Elements	xsxxx ^a	Tons	\$ _____	\$ _____
5.	Waste Handling	xxxxx	Tons	N/A	\$ _____

6.	Backfilling and Grading	xxxxx ^a	Cubic Yards	\$ _____	\$ _____
7.	Landscape Grading (Top Soil)	xxxxx	Cubic Yards	\$ _____	\$ _____
8.	Seeding	xxxx	1,000 Square Feet	\$ _____	\$ _____
			Total Bid = \$ _____		

4 Ark. Code Ann. § 22-9-212 requires the contractor to indicate on this bid form the cost of any Trenching Safety Systems. **FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID)

5. Completion Date: Bidder agrees that the work will be complete and ready for Substantial Completion in 90 calendar days in accordance with the Contract Documents.
6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
 - a. That the undersigned understands that the State reserves the right to reject any and all bids and to waive any formality.
 - b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds and proof of insurance within ten (10) days after receipt of the Intent to Award, will commence work within five (5) days after the start date of the Notice to Proceed, and will complete the Contract fully by Completion Date indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of one thousand dollars (\$ 1000) for each calendar day of delay until the work is completed or accepted.
 - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds and proof of insurance to the Owner within the time frame as stated in paragraph 6 (b) from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
 - d. That this bid may not be withdrawn for a period of 60 calendar days after the bid opening.
 - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
 - f. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.
 - g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., if the bid exceeds \$75,000 and/or the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.]
 - h. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) licenses numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas

Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture.

7. The following document is attached to and made a condition of this Bid.
 - a. Bid security.
8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

**9. LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING
SUBCONTRACTORS**

It has been determined that the subcontractor trades of mechanical, plumbing, electrical, and roofing are not essential to accomplishing the Work. Therefore, listing these subcontractors is not required.

Respectfully Submitted:

Company Name of Bidder (Typed or Printed)

Address

BY: _____ Signature _____ Date

Print Name _____ Title

BY: _____ Signature _____ Date

Print Name _____ Title

Contractor's License Number or Contractor's (Joint Venture)

Telephone Number _____ Fax Number

END OF DOCUMENT

DRAFT

**BIDDING ADDENDA
Section 00490**

Date:

Addendum Number:

Project Number:

Agency Name:

The proposed contract documents for this work are modified as follows:

1. **INVITATION TO BID**
2. **SPECIFICATIONS**
3. **DRAWINGS**

END OF DOCUMENT

AGREEMENT FORM
Section 00520

THIS AGREEMENT entered into this ____ day of ____ 20____ by and between _____
_____ hereinafter referred to as the Contractor, and
_____ hereinafter referred to as Owner,
and Arkansas Building Authority (ABA) in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$ _____
to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all
tools, labor, equipment, and materials, and to build and construct that certain project in Phillips
County, designated as

Project #:

Project Name: Dismantling and Demolition - Parts and Equipment Storage Building (Drum Vault)
consisting of construction, more specifically described in the Contract Documents attached hereto
and incorporated herein by reference. Contract Documents include the following: the Agreement
Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda;
Performance and Payment Bond; General and Supplementary Conditions; Drawings and
Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All
capital improvements shall be in exact accord with the Contract Documents filed with the
Construction Section Office of Arkansas Building Authority, located in Little Rock, on _____.
The Arkansas Building Authority
(ABA) Construction Section shall have direct contract supervision. Said capital improvements
shall be to the satisfaction of the ABA Construction Section, and in accordance with the laws of
the State of Arkansas, and the work shall be subject to inspection and approval at all times by the
appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to
said Contract Documents without violating this Agreement or the terms thereof. Said changes,
alterations, subtractions, or additions shall be set forth in writing in a document referred to as a
"Change Order." Said document shall not be effective unless approved by the ABA. Once
effective, the Change Order shall be attached hereto and incorporated herein by reference and
shall be made a condition or term of the Contract Documents. Nothing contained in the Change
Order shall be construed to waive the sovereign immunity of the State or entities thereof.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within the
time frame as stated in 6 (b) of Section 00410 Bid Form after a Notice to Proceed is issued and to
complete the work in 90 calendar days. If the Contractor fails to complete the work within the
time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature
of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being
understood and agreed between the parties hereto that the said sum fixed as liquidated damages
is a reasonable sum, considering the damages that Owner will sustain in the event of any such
delay, and said amount is herein agreed upon and fixed as liquidated damages because of
difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The
said sum shall be deducted from the amount of the contract.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or
default of the State, or by any damage by fire, weather conditions or other casualty or event for
which the contractor is not responsible, or by general strikes or lockouts caused by acts of
employees, then any extended period shall be determined and fixed by the Owner with approval
given by ABA Construction Section. Said extended period shall be the time for a period equivalent

to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner or ABA Construction Section within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner and ABA.

6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner or ABA, or both discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner or ABA, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner and ABA Construction Section, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner or ABA, or both may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000.00, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to Arkansas Building Authority; a copy of the Contract and Grant Disclosure and Certification Form (00850) completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities there of.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR:

By:

—

(Signature)

—

(Print Name)

Title:

—

Firm:

—

Address:

—

Date:

—

OWNER:

By:

—

(Signature)

—

(Print Name)

Title:

—

Agency:

—

Address:

—

Date:

—

APPROVED: **ARKANSAS BUILDING AUTHORITY**

By:

(Signature)

Date:

DRAFT

CONSENT OF SURETY
Section 00611

Comes the undersigned, who does hereby swear and affirm that:

1. My name is _____ and I am an authorized representative of _____ a surety company.

2. With regards to the Project Dismantling and Demolition, Parts and Equipment Storage Building (Drum vault); ABA# _____; Contract Date _____; _____ Contractor; and _____ Owner; I hereby approve the final payment to the contractor. I agree that the final payment to the contractor shall not relieve the Surety Company of any of its obligations as set forth in the contract with the State of Arkansas and this contractor.

AFFIANT

DATE

VERIFICATION

STATE OF ARKANSAS)

COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this _____ of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PERFORMANCE BOND AND PAYMENT BOND
Section 00614

We _____, hereinafter referred to as Principal, and _____, hereinafter referred to as Surety, are held and firmly bound unto _____, as obligee, hereinafter referred to as Owner, in the initial amount of \$ _____, said amount to be deemed a performance bond payable to Owner under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

Principal has by written agreement dated _____ entered into a capital improvement contract (hereinafter referred to as "Contract") with the Owner for the Dismantling and Demolition, Parts and Equipment Storage Building (Drum Vault),
ABA Project #: _____.

The above referenced Contract is incorporated herein by reference.

Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

- a. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.
- b. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the Owner from all cost and damage which the Owner may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the Owner for all outlays and expenses which the Owner may incur in making good any such default or failure to perform the Contract by the Principal.
- c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the Owner's priority.
- d. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.

This bond is given in accordance with Arkansas laws and regulations, including Ark. Code Ann. § 18-44-503, §19-4-1405, and § 22-9-401 et seq. The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).

Any changes made in the terms of the Contract, including but not limited to, the amount of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to and consent of the Surety or Sureties of any such change, extension or forbearance being are hereby voluntarily waived. In no event shall the aggregate liability of the Surety exceed the Contract documents.

This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.

Executed by the parties who individually represent that each voluntarily enters into and has the authority to enter into this agreement.

BY: _____
Contractor _____ Date _____

BY: _____
Arkansas Resident Agent or Non Resident Agent _____ Date _____

Agent's License Number _____ Surety Company's NAIC # _____

Print: _____
Agent's Name _____ Date _____

Address _____

City _____ County _____ State _____ Zip Code _____

Business #: _____ Fax #: _____

E-Mail: _____

**CERTIFICATE OF SUBSTANTIAL COMPLETION
ARKANSAS BUILDING AUTHORITY/CONSTRUCTION SECTION
501 Woodlane, Suite G-05, Little Rock, AR 72201**

PROJECT: Dismantling and Demolition, Parts and Equipment Building (Drum Vault)

Owner/Agency: Arkansas Department of Environmental Quality

ABA Project Number: _____

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work, or designated portion thereof, is the date certified by the Design Professional and approved by the Owner and ABA when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents. Check the appropriate box below to denote a full or partial substantial completion.

☐ **PARTIAL SUBSTANTIAL COMPLETION**

The partial substantial completion includes the following area(s): _____

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion for the above portion(s) of the Project is hereby established as: _____, which is the date of commencement of applicable warranties required by the Contract Documents, and assumption by the Owner of responsibility for maintenance, security, heat, utilities, damage to the Work and insurance excepting as stated below.

☐ **FULL SUBSTANTIAL COMPLETION**

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion for the Project is hereby established as: _____, which is the date of commencement of applicable warranties required by the Contract Documents, and assumption by the Owner of responsibility for maintenance, security, heat, utilities, damage to the Work and insurance excepting as stated below.

The responsibilities of the Owner and the Contractor shall be as follows: (Note - Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of the Surety Company, if any.)

A list of punch list items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final completion and inspection/acceptance by the Architect/Engineer, owner and ABA.

In the case of a full substantial completion the Owner and Contractor understand and agree that all items listed on the attached punch list must be completed within 30 calendar days from the date of substantial completion. Failure to complete the punch list items within the

above referenced timeframe may result in notification to and request for action of the Surety Company's Performance and Payment Bond.

Certification of Design Professional:

Firm Name Arkansas Department of Environmental Quality

Address 8001 National Drive, Little Rock, AR 72209

Signature Title Date

Approval of Contractor:

Company Name _____

Address _____

Signature Title Date

Approval of State Owner-Agency:

Agency Name Arkansas Department of Environmental Quality

Address 8001 National Drive, Little Rock, AR 72209

Signature Title Date

Approval of Arkansas Building Authority:

Signature Title Date

Cc: Surety Company

RELEASE OF CLAIMS
Section 00640

Comes the undersigned, who does hereby swear and affirm that:

1. My name is _____, and
(printed or typed)

I am doing business

as _____

and my address is

_____.

2. Except as stated in Paragraph #4 below, pursuant to Contract # _____, which was

executed on _____, on the following project _____.

I have paid and have otherwise satisfied all obligations for all furnished materials and equipment, all work, labor and services performed, and for all known claims against the Contractor arising in any manner in connection with the performance of the above referenced contract for which the Owner or his property might in any way be held responsible.

3. Except as stated in Paragraph #4 below, to the best of my knowledge, information and belief, the releases or waivers of Claims, attached hereto and incorporated herein, includes the above referenced contract, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have claims against any property of the Owner arising in any manner out of the performance of the contract.

4. The Exceptions are: (If none exists, then indicate "none." The Contractor shall furnish bond(s) satisfactory to the Owner for each exception if so required by the Owner.)

Affiant

Date

VERIFICATION

STATE OF ARKANSAS >

COUNTY OF _____ >

SUBSCRIBED AND SWORN To before me this _____ day of _____ 20__

NOTARY PUBLIC

My Commission Expires: _____.

Arkansas Building Authority

General Conditions

Section 00700

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Article 10: Protection of Persons and Property

- 10.1 General

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Article 11: Insurance and Bonds

- 11.1 Contractor's Liability Insurance
- 11.2 Bonds

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Article 12: Uncovering and Correction of Work

- 12.1 Examination of Completed Work
- 12.2 Defective Work
- 12.3 Rejected Materials
- 12.4 Correction of Faulty Work After Final Payment

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Article 13: Miscellaneous Provisions

- 13.1 Governing Law
- 13.2 Written Notice
- 13.3 Tests and Inspections
- 13.4 Verbal Agreements

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Article 14: Termination or Suspension of the Contract

- 14.1 Suspension of Work
- 14.2 Termination by Owner for Cause
- 14.3 Termination by Owner for Convenience

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Article 15: Alternative Dispute Resolution

- 15.1 Mediation
- 15.2 Arbitration

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ARTICLE 1 -- GENERAL PROVISIONS

1.1 DEFINITIONS

- 1.1.1 Contract Documents: Contract Documents consist of Agreement; Invitation to Bid; Instruction to Bidders; the Bid Form; the Bid and the Performance and Payment Bonds; General and Supplementary Conditions; Specifications; Drawings; Addenda issued prior to execution of the Contract; all ABA approved Change Orders; Wage Rate Determinations; other documents listed or referred to in the Agreement; and modifications issued after execution of the Contract and signed by Contractor and Owner, and approved by ABA
- 1.1.2 Contract: The Contract Documents form the Contract for construction. The Contract Documents will not be construed to create a contractual relationship between the Design Professional and Contractor, between the Owner and a subcontractor, between the Owner and Design Professional, or between entities other than the Owner and Contractor; however, a contractual relationship does exist between the Contractor and the agency referred to as Owner, and ABA for approval purposes.
- 1.1.3 Work: Construction and services required by the Contract Documents whether completed or partially completed, include tools, labor, equipment, supplies, transportation, handling, and incidentals provided by the Contractor.
- 1.1.4 Project: The total capital improvement project described in the Contract Documents.
- 1.1.5 Drawings: Graphic and textual portions of the Contract Documents showing the design, location, and dimensions and size of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.1.6 Specifications: Written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- 1.1.7 Project Manual: Volume, which may include the bidding requirements, forms, contracting requirements, and the Specifications.
- 1.1.8 Owner: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Owner means the Owner which is a party to this contract.
- 1.1.9 Contractor: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The Contractor means the person or other entity entering into the contract with the Owner. The term Contractor means the Prime Contractor or the Prime Contractor-authorized representative.
- 1.1.10 Design Professional (Architect/Engineer/Consultant): The person or entity identified as such in the Agreement, lawfully licensed to practice architecture or engineering or another field of expertise and under contract to Owner to provide design service, advice, and consultation, referred to throughout the Contract Documents as if singular in number. The term Design Professional means the Architect/Engineer/ Consultant or the authorized representative.
- 1.1.11 Subcontractor: Any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing a portion of the Work. The term subcontractor is referred to as singular in number and means the subcontractor or the subcontractor-authorized representative.
- 1.1.12 Inspector: A duly authorized representative of the Owner, ABA and Design Professional, designated for detailed inspection and/or observations of materials, construction, workmanship, and methods of construction.

1.1.13 Sites: The particular location of that part of the project being considered.

1.1.14 State: The Owner or ABA, or both

1.1.15 Day(s): Unless specifically referred to as calendar days, "day(s)" refers to a period of time meaning "work" days.

1.2 INTENT

1.2.1 The intent of the Contract Documents is to set forth the standards of construction, the quality of materials and equipment, the guarantees that are to be met, and to include items necessary for proper execution and completion of the Work. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable as necessary to produce indicated results.

1.2.2 Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings will not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in the Contract Documents include those which are specifically defined, the titles to numbered sections and articles, identified references to paragraphs, and the titles of other published documents.

1.4 INTERPRETATION

1.4.1 Whenever in these Contract Documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Design Professional is intended.

1.4.2 Whenever in these Contract Documents the word "product" is used, it shall be understood that the materials, systems, and equipment will be included.

1.4.3 Whenever in these Contract Documents the word "provide" is used, it shall be understood that it means to "furnish and install".

1.4.4 The Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 -- OWNER

2.1 LAND

2.1.1 The Owner will provide the lands shown on the Drawings upon which the Work shall be performed. The Owner will provide a right-of-way for access to the project site.

- 2.1.2 The Owner will provide base lines for the location of the principle component parts of the Work with a suitable number of benchmarks adjacent to the Work.

2.2 RIGHT OF ENTRY BY OWNER

- 2.2.1 The Owner and his authorized representative will have the right to enter the property or location on which the Work shall be constructed. The Owner further reserves the right to construct or have his authorized agents construct such work as the Owner will desire, so long as these operations do not interfere with or delay the work being constructed under this Contract.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.3.1 If the Contractor defaults or neglects to perform the Work in accordance with the Contract Documents, including the requirements with respect to the schedule of completion, and fails after ten days written notice from the Owner to correct the deficiencies, the Owner may deduct the cost thereof from the payment then or thereafter due the Contractor.

ARTICLE 3 -- CONTRACTOR

3.1 GENERAL

- 3.1.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.2 The Contractor shall furnish labor, materials, equipment, and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on Drawings and described in Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner. Drawings and Specifications shall be interpreted by the Design Professional or the Owner if no Design Professional exists for the project.
- 3.1.3 The Contractor shall cooperate with the Owner, Design Professional, inspectors, and with other contractors on the Project. Contractor shall allow inspectors acting in an official capacity, to have access to the project site.
- 3.1.4 The Contractor shall determine that the final and completed work on the project is in accordance with the Contract Documents. The failure of the Design Professional to find or correct errors or omissions in the use of materials or work methods during the progress of the work shall not relieve the Contractor from his responsibility to correct all the defects in the project.
- 3.1.5 The Contractor shall assist in making final inspections and shall furnish such labor and equipment as may be required for the final tests of equipment, piping, and structures.

3.2 REVIEW OF FIELD CONDITIONS

- 3.2.1 Before ordering material or doing Work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on Drawings; differences which may be found shall be submitted to Design Professional for consideration before proceeding with the Work.
- 3.2.2 Drawings may show the location or existence of certain exposed and buried utilities as well as existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all such utilities and structures on the Drawings or to show such in the

exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner unless the obstruction encountered necessitates substantial changes in the lines or grades or requires the building of a special structure.

3.3 REVIEW OF CONTRACT DOCUMENTS

- 3.3.1 The Contractor shall study and compare Drawings, Specifications, and other instructions and shall report to the Design Professional at once any error, inconsistency, or omission discovered.
- 3.3.2 In the event of conflict among the Contract Documents, interpretations will be based on the following order of precedence, stated highest to lowest:
 - a. The Agreement
 - b. This Division Zero (0) shall control in the event of conflict between this Division Zero (0) and other Divisions 1 through 16
 - c. Addenda to Drawings and Specifications with those of later date having precedence.
 - d. Drawings and Specifications
- 3.3.3 Since the Contract Documents are complementary, the Contractor shall take no advantage of any apparent error or omission in the Drawings and Specifications. The Owner or Design Professional shall furnish interpretations as deemed necessary for the fulfillment of the intent of the Drawings and Specifications.
- 3.3.4 Discrepancies found between the Drawings and Specifications and actual site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Design Professional or in the case where a Design Professional is not on the Project, the Owner shall be notified, who shall address such error or omission in writing. Work done by the Contractor after discovery of such discrepancies, errors, or omissions shall be at the Contractor's risk and expense.
- 3.3.5 The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Owner, Design Professional, and ABA access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the drawings and specifications the more stringent document will prevail.

3.4 REQUEST FOR SUPPLEMENTARY INFORMATION

- 3.4.1 The Contractor shall make timely requests of the Owner or Design Professional for additional information required for the planning and production of the Work. Such requests shall be submitted as required, but shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Contractor understands and agrees that it is Contractor's duty to determine the need for, and to request said additional information in writing from the Design Professional by such date as allows Design Professional to provide the information to the Contractor by a date that will not adversely affect Contractor's ability to complete the Work by the date specified in the Contract.
- 3.4.2 Additional instructions may be issued by the Design Professional during the progress of the Work to clarify the Drawings and Specifications or as may be necessary to explain or illustrate changes in the Work.

3.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- 3.5.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. The Owner or their designated representative may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- 3.5.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.5.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- 3.5.4 The Contractor shall provide shop drawings and other submittals, settings, schedules, and other drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications, or Design Professional instructions. The Contractor shall coordinate all such drawings, submittals etc. and review them for accuracy, completeness, and compliance with other contract requirements. Any deviation from the contract documents shall be disclosed upon submission to the Owner/Design Professional. Approval shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract. Any work done before receiving approval from the Owner/Design Professional will be at the Contractor's risk.

3.6 LABOR AND MATERIALS

- 3.6.1 Except as otherwise specifically stated in the Contract, the Contractor shall provide, but not be limited to, all materials, labor, tools, equipment, water, light, heating and cooling, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to complete the Work in accordance with the Contract Documents in an orderly and efficient manner. The sequence of construction operations shall follow the schedule of construction as approved by the Design Professional. The Work shall not be discontinued by the Contractor without approval of the Design Professional. Should prosecution of the Work be discontinued for any reason, the Contractor shall notify the Design Professional at least twenty-four hours in advance of resuming the Work.
- 3.6.2 All equipment, material, and articles furnished under this contract shall be new and of most suitable materials grade for the purpose intended, unless otherwise specifically provided in this contract. Materials and equipment furnished under this Contract will be subject to inspection by the Owner's authorized representative or by independent laboratories. Defective material, equipment, or workmanship may be rejected at any time before the acceptance of the Work even though the defective material, equipment, or workmanship may have been previously overlooked and estimated for payment. The Contractor shall replace defective equipment and material in accordance with the Contract Documents at no additional cost to the Owner.
- 3.6.3 The Contractor shall provide materials and supplies not subject to conditional sales agreements, or other agreement reserving unto the seller any right, title, or interest therein. All materials and supplies shall become the property of the Owner upon final acceptance of this Contract by the Owner.
- 3.6.4 If shop tests are to be conducted, the Contractor shall notify the Owner of such tests so a representative may witness tests, if desired.

- 3.6.5 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Professional, and in accordance with a Change Order.

3.7 UNAUTHORIZED WORK

- 3.7.1 Work done without lines and grades having been given or work done beyond the lines or not in conformity with the grades shown on the Drawings or as provided by the Owner, except as provided herein, and work completed without proper inspection and supervision or any extra or unclassified work completed without written authority and prior agreement shall be at the Contractor's risk. Such unauthorized work, at the option of the Design Professional, may not be measured and paid for and may be ordered removed at the Contractor's expense.

3.8 SUPERINTENDENCE

- 3.8.1 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating portions of the Work under the Contract.
- 3.8.2 The Contractor shall employ a qualified superintendent during the duration of the Project who is acceptable to the Owner, Design Professional and ABA Construction. The superintendent shall be maintained on the Project site and shall be present on the site at all times work is in progress. The superintendent shall be capable of reading and understanding the Drawings and Specifications and shall have full authority to act in behalf of the Contractor. All directions and instructions given to the Superintendent shall be considered as given to the Contractor and shall be as binding as if given to the Contractor.
- 3.8.3 Workmanship shall be performed by workmen experienced in their trade and skilled and experienced for the class of work to which assigned. Any person, including supervisory personnel, who does not show and exhibit skill and proficiency in said work shall be removed by the Contractor and replaced by a competent and experienced workman.
- 3.8.4 The Contractor shall, at all times, be responsible for the conduct and discipline of his employees and all Subcontractors and their employees. Disorderly, incompetent or intemperate persons, or persons who commit any crimes or trespass on public or private property in the vicinity of the Work must not be allowed to continue working upon the project which the Contractor has with the State. Any superintendent, foreman or workman employed by the Contractor or a Subcontractor who unreasonably refuses or neglects to comply with the instructions of the Owner, Design Professional, or inspector, shall, at the written request of the Owner or Design Professional, be removed from the work site and shall not be allowed to work further on any portion of the work or another State Project without the approval of the Owner.
- 3.8.5 The Contractor shall coordinate Work by the various trades to provide uniform and symmetrical layout and spacing of the exposed components which will affect the finished design and appearance. Where spacing and related locations are not specifically shown on Drawings or where in doubt, the Contractor shall consult the Design Professional prior to installation of that part of the Work.

3.9 PERMITS, FEES, AND NOTICES

- 3.9.1 The Contractor shall purchase and secure all applicable permits and licenses and give all notices necessary and incidental to the prosecution of the Work. However, in accordance with Ark. Code Ann. §22-9-213, public works construction projects conducted by ABA or other state agencies are exempt from permit fees or inspection requirements of county or municipal ordinances.

- 3.9.2 When new construction under the Contract crosses highways, railroads, streets or utilities under the jurisdiction of the state, county, city, or other public agency, public utility, or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission shall be filed with the Owner before any work is completed. The Contractor shall furnish a release from the proper authority before final acceptance of the Work. Any bonds required for this Work shall be secured and paid for by the Contractor.

3.10 SAMPLES AND TESTS

- 3.10.1 The Contractor shall provide samples, materials, and equipment necessary or required for testing as outlined in the various sections of the Specifications or as directed by the Owner. The Contractor shall pay all costs for testing. Should materials, methods, or systems fail to meet specified standards, the Contractor shall pay all costs for additional testing as required by the Owner.
- 3.10.2 All tests shall be made by a laboratory approved by the Owner.

3.11 LOCATION, GRADIENT, AND ALIGNMENT

- 3.11.1 Based upon the site information provided by the Owner and verified by the Contractor, the Contractor shall develop and make detailed surveys necessary for construction including slope stakes, batter boards, and other working points, lines and elevations. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- 3.11.2 The Contractor shall report any errors, inconsistencies, or omissions to the Design Professional as a request for information.
- 3.11.3 The Contractor shall preserve benchmarks, reference points and stakes, and in the case of destruction thereof by the Contractor, shall be responsible for damage or mistakes resulting from unnecessary loss or disturbance.

3.12 LAND

- 3.12.1 Additional land and access thereto not shown on Drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor at his expense with no liability to the Owner. The Contractor shall confine his equipment and storage of materials and the operation of his workmen to those areas shown on the Drawings and described in the Specifications, and such additional areas which he may provide or secure as approved by the Owner.
- 3.12.2 The Contractor shall not enter upon private property for any purpose without first obtaining permission.
- 3.12.3 The Contractor shall be responsible for the preservation of and prevent damage or injury to all trees, monuments, and other public property along and adjacent to the street and right-of-way. The Contractor shall prevent damage to pipes, conduits and other underground structures, and shall protect from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove monuments or property marks until directed.

3.13 LIMITS OF WORK

- 3.13.1 The Contractor shall conduct Work and operations so as to cause a minimum of inconvenience to the public. At any time when, in the opinion of the Owner or Design Professional, the Contractor is obstructing a larger portion of a road, street, or other public

right-of-way than is necessary for the proper execution of the Work, the Design Professional may require the Contractor to finish the sections on which work is in progress before work is commenced on any new sections.

3.14 WARRANTY

- 3.14.1 In addition to any other warranties in this contract, the Contractor warrants that Work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier. The Contractor shall warrant that all Work, materials, and equipment furnished will be free from defects in design, materials, and workmanship and will give successful service under the conditions required. The warranty period for Work, materials, and equipment furnished by the Contractor shall be one year from the date of the written acceptance of the Work as stated in the Substantial Completion Form approved by the Contractor, Owner, Design Professional and ABA or the date that the ABA approves the final payment request, unless a longer period is agreed upon.
- 3.14.2 Warranty of Title: The Contractor warrants good title to all materials, supplies, and equipment incorporated in the Work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

3.15 PATENTS AND ROYALTIES

- 3.15.1 If the Contractor is required or desires to use any design, device, material or process covered by letters, patent, or copyright, he shall provide for such use by suitable legal agreement with the patents or Owner. It is mutually understood and agreed that without exception the Contract Sum shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the Work. The Contractor and the surety shall defend, indemnify, and save harmless the Owner and all its officers, agents and employees from all suits, actions, or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process of any trademark or copyright used in connection with the Work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the Owner for any such infringement or alleged infringement at any time during the prosecution or after the completion of the Work contracted for herein. It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter, the Contractor shall attend to the defense of the same and save and keep harmless the Owner from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments, and executions in any manner growing out of, pertaining to, or connected therewith.

3.16 CLEANING UP

- 3.16.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 4 -- ADMINISTRATION OF CONTRACT

4.1 DESIGN PROFESSIONAL AUTHORITY

- 4.1.1 The Design Professional will interpret the requirements of the Contract Documents and decide matters concerning performance there under on request of the Owner or Contractor.
- 4.1.2 The Design Professional will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative. The Design Professional will decide any and all questions as to the acceptability of materials or equipment furnished, work performed, interpretation of the Drawings and Specifications, rate of progress of the Work, acceptability of the quality of workmanship provided, and other questions as to the fulfillment of the Contract by the Contractor.
- 4.1.3 The Design Professional will prepare all change orders on the form specified by ABA. The Design Professional may authorize minor changes in the Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents.
- 4.1.4 The Design Professional and his authorized representatives, Owner and ABA will have the right to enter the property or location on which the Work shall be constructed.

4.2 CLAIMS

- 4.2.1 Definition: A claim is a demand or assertion by one of the parties seeking adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims will be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- 4.2.2 Claims of the Contractor or the Owner: Claims regarding the Work of the Contract shall be referred initially to the Design Professional for a decision. The Design Professional will review claims, and 1) reject in whole or in part; 2) approve the claim; 3) suggest a compromise; 4) advise the parties that the Design Professional is unable to resolve the claim.
- 4.2.3 Claims for Concealed or Unknown Conditions: If new and unforeseen items of work are discovered, which cannot be covered by any item or combination of items for which there is a Contract Sum, then the Contractor shall notify the Design Professional as quickly as reasonably possible and shall not continue working on the discovered new or unforeseen items without express written permission from the Design Professional. The Contractor shall complete such work and furnish such materials as may be required for the proper completion or construction of the work contemplated upon written Change Order from the Design Professional as approved by the Owner and ABA. Work shall be performed in accordance with the Contract Documents.
- 4.2.4 Claims for Extensions of Time: The Contractor shall provide written notice to Design Professional within seven calendar days stating the cause of the delay and request an extension of Contract Time. The Design Professional will act on the request in writing. The extension of time shall be for a period equivalent to the time lost by reasons indicated. No extension of time shall be effective until included in a Change Order approved by the Owner, Design Professional and ABA.
- 4.2.5 Claims for Changes in the Work: The Contractor shall provide written notice to Design Professional within seven calendar days after the receipt of instructions from the Owner, as approved by the Design Professional and ABA to proceed with changes in the Work and before such Work is commenced. Changes in the Work shall not be commenced before the claim for payment has been approved, except in emergencies endangering life or property.

The Contractor's itemized estimate sheets showing labor and material shall be submitted to the Design Professional. The Owner's order (Change Order) for changes in the Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices, which formed the basis of the original Contract.
- b. A lump sum fee based on the Contractor's estimate, approved by the Design Professional and accepted by the Owner.
- c. The applicable methods of computation as set forth in 7.2.2.3.

4.2.6 Claims for Additional Costs: In case of an emergency which threatens loss or injury of property or safety of life, the Contractor shall be allowed to act, without previous instructions from the Design Professional, in a diligent manner. The Contractor shall notify the Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted, but in no case more than 7 calendar days following the event causing the emergency, to the Design Professional for consideration. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided under these General Conditions. No agreement to pay costs for additional work shall be effective until included in a Change Order approved by the Owner, Contractor, the Design Professional and ABA.

ARTICLE 5 -- SUBCONTRACTORS

5.1 ASSIGNMENT OF CONTRACT

5.1.1 Neither the Owner nor the Contractor shall have the right to sublet, sell, transfer, assign, or otherwise dispose of the "Contract" or any portion thereof without written consent of the other party. No assignment, transfer, or subletting, even with the proper consent, shall relieve the Contractor of his liabilities under this Contract. Should any Assignee or Subcontractor fail to perform the work undertaken by him in a satisfactory manner, the Owner, with ABA approval, has the right to annul and terminate the Assignee's or Subcontractor's contract on the project.

5.2 SUBCONTRACTS

- 5.2.1 The subcontracting of the whole or any part of the Work to be done under this Contract will not relieve the Contractor of his responsibility and obligations. All transactions of the Owner or Design Professional shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.
- 5.2.2 The Contractor shall discharge or otherwise remove from the project any Subcontractor that the Owner or the Design Professional has reasonably determined as incompetent or unfit.
- 5.2.3 The Contractor may not change those Subcontractors listed on the proposal without the written approval of the Owner, Design Professional and ABA. The Contractor shall submit written evidence, which includes but is not limited to, that the substituted contractor is costing the same amount of money or less and if costing less, that the saving will be deducted from the total contract of the prime contractor and rebated to the Owner prior to any approval. The Contractor shall submit his request to the design professional who then shall review the request, if approved, the request and approval shall be forwarded to the Owner. The Owner shall then review the request and accompanying paperwork and if approved, shall forward the approval and the accompanying documents to ABA. ABA shall review all of the

documents. ABA shall provide written notification to the Contractor, Design Professional and Owner as its determination. The Contractor shall not be relieved of any liabilities under this Contract, but shall be fully responsible for any Subcontractor or work by said Subcontractor where Subcontractor is employed by the Contractor to perform work under this Contract. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and the State.

- 5.2.4 No officer, agent, or employee of the Owner, including the Design Professional, shall have any power or authority to bind the Owner or incur any obligation in his behalf to any Subcontractor, material supplier or other person in any manner whatsoever.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OTHER CONTRACTS

- 6.1.1 The Owner reserves the right to award other contracts in connection with the Project. The Contractor shall cooperate with the other contractors with regard to the storage of materials and equipment, access to the site, and execution of their work. It shall be the Contractor's responsibility to inspect the work of other contractors which will affect the work of this Contract and to report to the Owner irregularities which will not permit him to complete his work in a satisfactory manner or in the time allotted. Failure to so report shall constitute an acceptance of the work of other contractors.

6.2 DEPENDENCE ON OTHERS

- 6.2.1 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Design Professional any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the work.

ARTICLE 7 -- CHANGES IN THE WORK

7.1 GENERAL

- 7.1.1 The Owner may, as the need arises, without invalidating the Contract, order changes in the work in the form of additions, deletions, or modifications. Compensation to the Contractor for additional work or to the Owner for deductions in the work and adjustments for the time of completion shall be adjusted at the time of ordering such change.
- 7.1.2 Additional work shall be done as ordered in writing by the Owner. The order shall state the location, character, and amount of extra work. All such work shall be executed under the conditions of the Contract, subject to the same inspections and tests.
- 7.1.3 The Design Professional and the Owner reserve and shall have the right to make changes in the Contract Documents and the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument, prepared by the Design Professional/ABA and approved by the Owner, Design Professional and ABA stating their agreement upon the following, separately or in any combination thereof:

- a. Description and details of the work.
- b. Amount of the adjustment in the Contract Sum.
- c. Extent of the adjustment in the Contract Time.
- d. Terms and conditions of the Contract Documents.

7.2.2 Change Order requests by the Contractor shall be submitted in a complete itemized breakdown, acceptable to the Owner, Design Professional and ABA. Nothing contained in the change order shall be construed to waive the sovereign immunity of the State or entities thereof.

7.2.2.1 Where unit prices are stated in the Contract, Contractor should submit an itemized breakdown showing each unit price and quantities of any changes in the Contract Amount. The value of all such additions and deductions shall then be computed as set forth in Paragraph 7.2.2.3.

7.2.2.2 The Contractor shall present an itemized accounting together with appropriate supporting data for the purposes of considering additions or deductions to the Contract Amount. Supporting data shall include but is not limited to the following:

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;
- b. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use of similar taxes related to the Work; and
- e. Additional costs of supervision and field office personnel directly attributable to the change. (General Conditions)

The burden of proof of cost rests upon the Contractor. Contractor agrees that ABA or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and granting of such cost.

7.2.2.3 Compute requests for changes be they additions or deductions as follows:

- a. For work performed by the Contractor which results in an overall increase in the contract sum: example

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost <u>including Owner approved General Conditions</u>	c

W.C. Insurance Premium and FICA Tax	d _____
	a+b+c+d _____
Overhead and Profit, 12% x (a+b+c+d)	e _____
Allowable Bond Premium	f _____
TOTAL COST	a+b+c+d+e+f _____

- b. The amount of credit to be allowed by the contractor to the owner for a deletion or change which results in a net decrease in the contract sum shall be actual net cost as computed as outlined in 7.2.2.3 a. through e. and confirmed by the design professional. Credit for work deleted shall be computed as outlined in 7.2.2.3 a. through e., except the Contractor's share of overhead and profit percentage is seven percent.
- c. For added work performed by Subcontractors: Subcontractors shall compute their work as outlined in 7.2.2.3 a. through e. to the cost of that portion of the work (Change) that is performed by the Subcontractor. The Contractor shall add an Overhead and Profit Change of five percent plus the Allowable Bond Premium.
- d. The amount of credit to be allowed by the contractor to the owner for a deletion or change which results in a net decrease in the contract sum by a subcontractor shall be actual net cost as computed as outlined in 7.2.2.3 a. through e. and confirmed by the design professional for work deleted by a Subcontractor: Subcontractors shall compute their work as outlined in 7.2.2.3 a through e, except that the overhead and profit shall be seven percent and the Contractor's overhead and profit shall be five percent.

7.3 PAYMENT FOR CHANGES IN THE WORK

- 7.3.1 All changes in the Work will be paid for in the manner indicated in Article 4, Paragraph 4.2, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, premium on bond, and all other overhead expenses incurred in the prosecution of such work.
- 7.3.2 The Owner shall not be deemed to have agreed to any costs for additional work, to have agreed to additional time for completion, or to have agreed to any other change in the terms and conditions of the Contract Documents until Owner, Design Professional and Contractor have executed a Change Order to this Contract, and the Change Order is approved by ABA.

ARTICLE 8 -- TIME

8.1 DEFINITIONS

- 8.1.1 Contract Time is the period of time identified in the Contract Documents for Substantial Completion of the Work, including authorized adjustments made as part of Change Orders agreed to by the Owner, Contractor Design Professional and ABA.
- 8.1.2 Date for commencement of the Work is the fifth calendar day following the start date listed on the Notice to Proceed, unless otherwise stated in the Contract.
- 8.1.3 Date of Substantial Completion is the date certified by the Design Professional, the Owner and ABA.

8.2 PROGRESS

- 8.2.1 Time limits identified in the Contract Documents are of the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period of time for performing the Work.

8.3 HOLIDAYS

- 8.3.1 New Year's Day, Robert E. Lee/Dr. Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day thereafter, Christmas Eve and Christmas Day will be considered as being legal holidays; no other days will be considered unless declared by the Governor of the State of Arkansas through an Executive Order or Proclamation. No Design Professional clarifications, observations, or State inspections will be provided on legal holidays, Saturdays and Sundays, and no work shall be performed on these days except in an emergency or with written approval in advance by the Design Professional and Owner.

8.4 DELAYS

- 8.4.1 Delays beyond the Contractor's control occasioned by an act or omission on the part of the Owner, strikes, fires, additions to the work, delays by any separate contractor employed by the Owner, extremely abnormal weather conditions, or other delays beyond the Contractor's control may, if agreed to by Change Order by the Contractor, Owner, Design Professional and ABA entitle the Contractor to an extension of time in which to complete the work. While such delays may be just cause for an extension of the Contract Time, the Contractor shall not have a claim for damages for any such cause or delay.

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

- 9.1.1 The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Design Professional and Owner; and for all risks of every description connected with the prosecution of the Work; for all expenses incurred in consequence of the suspension or discontinuance of the Work as specified; and for any infringement of patent, trademark, or copyright, and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- 9.1.2 No moneys payable under Contract or any part thereof, except the estimate for the first month or period, shall become due and payable if the Owner so elects until the Contractor shall satisfy the said Owner that he has fully settled or paid for all materials and equipment used in or on the Work and labor done in connection therewith, and the Owner, if he so elects, may pay any or all such bills wholly or in part and deduct the amount or amounts so paid from any monthly or final estimate excepting the first estimate.
- 9.1.3 In the event the surety on any contract or payment bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has the right to do business in a state revoked as provided by law, the Owner may at its election withhold payment of any estimate filed or approved by the Design Professional until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety. Any and all subsequent bonds shall be filed with the Circuit Clerk of the County in which the Work is being performed.

9.2 SCHEDULE OF VALUES

- 9.2.1 The Contractor shall submit to the Design Professional a schedule of values for each part of the Work. The schedule shall be a complete breakdown of labor and materials for the various parts of the Work including an allowance for profit and overhead. The total of these amounts shall equal the Contract Sum. The approved schedule of values shall be used as a basis for the monthly payments to the Contractor. In applying for the monthly payment, the Contractor shall show a detailed account of work accomplished in conformity with the schedule.

9.3 MEASUREMENT OF QUANTITIES

- 9.3.1 The Contractor shall be paid for all Work performed under the Contract based on Design Professional computations of as-built quantities and the Contractor's Contract Sum. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the prosecution of the Work and for which payment is not specifically provided for all or any part of the Work; and for well and faithfully completing the Work in accordance with the Contract Documents. The method of computation and payment for each item shall be as set forth in the Specifications or the Supplementary Conditions.

9.4 REQUESTS FOR PAYMENT

- 9.4.1 The Contractor may submit periodically, but not more often than once each month, a Request for Payment for work completed. When unit prices are specified in the Contract Documents, the Request for Payment shall be based on the quantities completed.
- 9.4.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work to date but delivered and suitably stored at the site, and if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner and the Design Professional to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site for those materials and equipment stored off the site.
- 9.4.3 The Contractor shall furnish the Design Professional all reasonable facilities and job tickets required for obtaining the necessary information relative to the progress and execution of the Work and the measurement of quantities. Each Request for Payment shall be computed from the Work completed on all items listed in the approved schedule of values less 10 percent of the first 50 percent of the adjusted Contract Sum and less previous payments to the Contractor on the Contract.

9.5 PERIODIC ESTIMATES FOR PAYMENT

- 9.5.1 Unless otherwise stated in the Specifications or Supplementary Conditions, the Owner shall cause the Design Professional to prepare an Estimate for Payment to the Contractor each month. The Design Professional will make the estimate for the materials complete in place and the amount of work performed in accordance with the Contract between the twenty-fifth day of the month and the fifth day of the succeeding month.
- 9.5.2 From the total of the amount estimated to be paid, an amount equal to 10 percent of the total completed shall be retained until the Contract is 50 percent complete after which no further retainage will be withheld from the monthly estimates. All sums withheld by the Owner and

requested in a Final Pay Request prepared by the Owner or Contractor will be paid to the Contractor within 30 days after the Contract has been completed and the work approved by ABA. No retainage will be withheld on that amount of the progress payment pertaining to the cost of materials stored at the site or within a bonded warehouse.

9.6 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- 9.6.1 When alterations in the quantities of work not requiring Contract modifications are ordered and performed, the Contractor shall accept payment in full at the Contract Sum, for the actual quantities of work accomplished. No allowance will be made for anticipated profits. Increased or decreased work involving Contract modifications shall be paid for as stipulated in such Contract modifications.

9.7 DESIGN PROFESSIONAL'S ACTION ON A REQUEST FOR PAYMENT (See also 9.9)

- 9.7.1 The Owner shall cause the Design Professional to, within five working days plus time required for transmittal from one party to another, act on a Request for Payment by the Contractor in one of the following:
- a. Approve the Request for Payment as submitted by the Contractor, and transmit same to the Owner.
 - b. Approve an adjusted amount, as the Design Professional will decide is due the Contractor informing the Contractor in writing of the reason for the adjusted amount, and transmit same to the Owner.
 - c. Withhold the Request for Payment submitted by the Contractor informing the Contractor, Owner and ABA in writing of the reason for withholding the request.

9.8 ACTION ON A REQUEST FOR PAYMENT AND FINAL PAYMENT
(See also 9.9)

- 9.8.1 The Owner will, within five working days plus transmittal time between the various state agencies involved, act on a Request for Payment (not Final) after approval by the Design Professional by one of the following:
- a. Approve the Request for Payment as approved by the Design Professional and process the payment.
 - b. Approve payment of an adjusted amount as the Owner will decide is due the Contractor, informing the Contractor and the Design Professional in writing of the reason for the adjusted amount of payment.
 - c. Withhold the Request for Payment informing the Contractor and the Design Professional in writing of the reason for withholding the payment.
- 9.8.2 The State shall process payments in accordance with Ark. Code Ann. §19-4-1411, which establishes the time limits for the Design Professional, the Owner, and the Department of Finance and Administration. It also authorizes the Chief Fiscal Officer of the State to investigate any complaints of late payments and assess penalties for late payment. Complaints shall be addresses to: Chief Fiscal Officer of the State: Department of Finance and Administration; 1509 West Seventh Street, Suite 401; Post Office Box 3278; Little Rock, AR 72203-3278.
- 9.8.3 The Design Professional or the State may withhold payment for contested issues, including but not limited to, defective work on the project; evidence indicating the probable filing of

claims by other parties against the Contractor related to the project; damage caused to another contractor; reasonable evidence that Work cannot be completed for the unpaid balance of the Contract Sum or within Contract Time or failure of the Contractor to make payments on materials, equipment or labor to subcontractors. It is the responsibility of the contesting party to notify the Contractor in writing that payment has been contested and the reasons why. The notification must be done within the timeframe specified for processing of payment under Ark. Code Ann. §19-4-1411.

9.9 PAYMENT FOR UNCORRECTED WORK

- 9.9.1 Should the Design Professional direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made to compensate the Owner for the uncorrected work. The Design Professional shall determine the amount of the equitable deduction.

9.10 PAYMENT FOR REJECTED MATERIALS AND WORK

- 9.10.1 The removal of rejected Work and materials and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor. The Contractor shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

9.11 DATE OF SUBSTANTIAL COMPLETION

- 9.11.1 A Certificate of Substantial Completion, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to work, and insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall not become effective until approved by ABA.

9.12 FINAL COMPLETION AND PAYMENT BY OWNER

- 9.12.1 The Contractor shall furnish a letter from the Design Professional attached to the Contractor's final estimate, which shall include all retainage withheld, certifying that the Design Professional has received and approved all guarantees, bonds, maintenance and operation manuals, air balance data, shop drawings, catalog data, and record documents specified in the Contract Documents.
- 9.12.2 Before final payment, the Contractor shall furnish to the Design Professional executed copies of the Release of Claims and Consent of the Performance and Payment Bond Surety for Final Payment. Items listed in this Section Nine (9) shall be submitted with and at the same time as the final estimate to the Design Professional and shall be promptly delivered by the Design Professional to the Owner. No final payment or release of retained amounts shall be made without complete compliance with this Section Nine (9), and approval by the Owner and ABA of the Final Pay Request, which shall include payment of all retained amounts,
- 9.12.3 Any claim by the Contractor to the Owner for interest on a delinquent final payment shall only be made pursuant to Ark. Code Ann. § 22-9-205.

9.13 PARTIAL OCCUPANCY OR USE

- 9.13.1 The Owner may occupy or use any completed or partially completed portion of the Work provided such use or occupancy is consented to by the insurer and authorized. The

Contractor will prepare a list of items to be completed or corrected before partial acceptance. Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or portion thereof is substantially complete. No portion of the work shall be considered substantially complete unless described in a Certificate of Substantial Completion Form approved by the Contractor, Owner, Design Professional and ABA .

9.13.2 The Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, identify work items to be corrected or completed by the contractor and shall fixing the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. No retained amounts shall be paid until the Contractor, Design Professional, Owner and ABA approve a Certificate of Substantial Completion for all of the Work unless specifically provided for by this contract, and all other conditions for final acceptance of this Work are met to the satisfaction of the Owner and ABA.

9.13.3 Instances where some of the Work is "sectioned" out and substantially completed, the retained amounts shall not be paid until the final Certificate of Substantial Completion of the entire Work is approved by the Contractor, Design Professional, Owner, and ABA and all other conditions of this Section Nine (9) are met by the Contractor.

9.14 **FINAL INSPECTION**

9.14.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction shall be made at the appropriate time. The Contractor shall give the Design Professional timely notice of when and where tests and inspections shall be made so that the Design Professional may be present. The Contractor shall make arrangements for the testing and inspection with an independent testing laboratory.

9.14.2 The Contractor shall ensure that the final completed work is in accordance with the Contract Documents. Required certificates of testing and inspection shall be secured by the Contractor and delivered to the Design Professional, unless otherwise required by the Contract Documents.

9.15 **ASSIGNMENT OF WARRANTIES**

9.15.1 All warranties of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the Work and at such time as the Contractor receives final payment.

9.15.2 In case of warranties covering work performed by subcontractors, such warranties shall be addressed to and in favor of the Owner. The Contractor shall be responsible for delivery of such warranties to the Owner prior to final acceptance of the work.

9.15.3 Delivery of guarantees or warranties shall not relieve the Contractor from any obligation assumed under any provision of the Contract. All warranties shall be for one year from the date of Substantial Completion of the Project, unless noted differently in the contract documents or extended otherwise.

9.16 ACCEPTANCE AND FINAL PAYMENT

- 9.16.1 Upon receipt of written notice that the Work is ready for final inspection, the Design Professional together with the Owner and ABA will conduct such inspection and when the Design Professional determines the work is acceptable to the Design Professional, Owner and ABA the Design Professional shall certify his acceptance to the Owner. Final Payment shall be the Contract Sum plus approved Change Order additions less approved Change Order deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the Work. The Owner, upon approval by the Design Professional of all documentation to be provided by the contractor in accordance with this Section 9, and approval by the Design Professional, Contractor, Owner and ABA of the Certificate of Substantial Completion will accept the Work and release the Contractor, *except as to the conditions of the Performance and Payment Bond, any legal rights of the Owner, required guarantees and correction of faulty work after Final Payment*, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Design Professional to assemble and check the necessary data.
- 9.16.2 Acceptance of final payment by the Contractor shall constitute waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Request for Payment. Any claims for interest on delinquent payments shall be made pursuant to Ark. Code Ann. § 22-9-205.

ARTICLE 10 -- PROTECTION OF PERSONS AND PROPERTY

10.1 GENERAL

- 10.1.1 The Contractor shall at all times exercise precaution for the safety of employees on the Project and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws and applicable building and construction codes. The Contractor shall provide and maintain passageways, guard fences, lights, and other facilities for protection required by all applicable laws. All machinery, equipment, and other physical hazards shall be guarded in accordance with all federal, state or municipal laws or regulations.
- 10.1.2 The Work, from commencement to completion, and until written acceptance by the Design Professional, Owner and ABA or to such earlier date or dates when the Owner may take possession and control in accordance with Section Nine (9) of these General Conditions, shall be under the charge and control of the Contractor and during such period of control by the Contractor, all risks in connection therewith shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Project by reason of the Contractor's negligence, and make good on all injuries to persons caused by any casualty or cause by reason of the Contractor's negligence. The Contractor shall adequately protect adjacent Property as provided by law and the Contract Documents. The Contractor shall hold the Owner and ABA harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.
- 10.1.3 The Contractor shall at all times so conduct the Work as to ensure the least possible obstruction to traffic, to the general public, and the residents in the vicinity of the Work, and to ensure the protection of persons and property. No road, street, or highway shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire fighting equipment at all times. The local fire department shall be notified of the temporary closing of any street.

ARTICLE 11 -- INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 The Contractor shall secure and maintain in force during this Contract such insurance as is specified within the Contract Documents, from an insurance company authorized to write the prescribed insurance in the jurisdiction where the Project is located as will protect the Contractor, his subcontractors, and the Owner from claims for bodily injury, death, or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all the insurance required, has filed the Certificate of Insurance with the Owner, and the certificate has been approved by the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without written notice to the Owner of intention to cancel.
- 11.1.2 Workman's Compensation and Employer's Liability Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. This insurance shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents including Employer's Liability Insurance. This insurance shall protect the Contractor against any and all claims resulting from injuries, sickness, disease, or death to employees engaged in work under this Contract.
- 11.1.3 Comprehensive General Liability Insurance, including automobile and truck liability. Prior to blasting, the Contractor shall furnish Certificate of Insurance, which shall certify that damage caused by blasting is within the coverage of his Comprehensive General Liability Insurance to the full limits thereof. Hired and non owned automobile insurance for automobiles and trucks shall include hired and non owned automobile coverage. Coverage for "completed operations" shall be required under this comprehensive liability Insurance section.
- 11.1.4 Contractor's Protective Liability Insurance: The Contractor shall indemnify and save harmless the Owner and ABA from and against all losses and all suits, claims, demands, judgments, actions, and payments of every description and nature brought or recovered against him by reason of any omission or act of the Contractor, his agents, or employees in the execution of the Work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of the Owner and the Contractor covering them from contingent liability under this Contract.
- 11.1.5 Builder's Risk and Fire Insurance: The Contractor shall procure and maintain during the life of this Contract Builder's Risk Insurance fire, lightning, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear, shall be named as the Insured.
- 11.1.6 Proof of Insurance: The Contractor shall maintain the insurance coverage's required by this contract (see Section 00825 Insurance requirements) throughout the term of this contract, and shall furnish the Owner with certificates and a copy of the policy showing all endorsement, exclusions and the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled, or materially altered except after 15 days prior written notice has been received by the Owner." The notice to proceed shall not be issued until the insurance policies have reviewed and approved by the Owner.

11.2 BONDS

- 11.2.1 Performance and Payment Bond: The Contractor shall, at the time of execution of the Contract, furnish bonds covering faithful performance of the Contract and the payment of obligations. Performance and Payment bonds, and any amendments thereto, shall be filed with the circuit clerk office in the County Courthouse of the county where the work shall be performed.

ARTICLE 12 -- UNCOVERING AND CORRECTION OF WORK

12.1 EXAMINATION OF COMPLETED WORK

- 12.1.1 If any portion of the work should be covered contrary to the request of the Owner, Design Professional, or Inspector or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, Design Professional, or Inspector, be uncovered for his observation and replaced at the Contractor's expense.

12.2 DEFECTIVE WORK

- 12.2.1 Defective work, whether through the use of defective materials, the result of poor workmanship, or any other cause, shall be removed within ten days after notice is given by the Owner or Design Professional. The Work and affected materials and equipment shall be removed and replaced as necessary to comply with the Contract Documents without additional cost to the Owner. The fact that the defective work may have been previously overlooked by the Design Professional shall not constitute acceptance.

12.3 REJECTED MATERIALS

- 12.3.1 Materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Design Professional, or are in any way unsuited or unsatisfactory for the purpose for which intended, shall be rejected. Defective materials shall be removed within ten days after notice by the Design Professional. The materials shall be replaced with new materials as necessary to comply with the Contract Documents at no additional cost to the Owner. The fact that the defective material may have been previously overlooked by the Design Professional shall not constitute acceptance.
- 12.3.2 Should the Contractor fail to remove and replace rejected material within the specified ten days after written notice to do so, the Owner may remove and replace the material and deduct the cost from the Contract Sum.

12.4 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

- 12.4.1 The approval of the final Request for Payment by the Design Professional and the making of the Final Payment by the Owner to the Contractor shall not relieve the Contractor of responsibility to correct faulty materials or workmanship promptly after receipt of written notice from the Owner. The Owner shall give such notice of faulty materials or workmanship promptly, after discovery of the condition. If the Contractor fails to correct the defects, promptly, after receipt of written notice from Owner, the Owner may have the work corrected at the Contractor's expense.

ARTICLE 13 -- MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 The Contract shall be governed by the laws and regulations of the STATE OF ARKANSAS. Venue for any administrative action or judicial proceedings shall be Pulaski County,

Arkansas. Nothing in these General Conditions shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

13.1.2 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor shall indemnify and save harmless the Owner and ABA against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

13.1.3 The Contractor shall comply with the laws of the local, state, and federal government regarding wages and hours of labor.

13.2 **WRITTEN NOTICE**

13.2.1 Consider as served when delivered in person or sent by certified or registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice. Failure to accept or receive the hand delivered, certified, or registered mail does not negate the consideration of serving.

13.2.2 The written Notice to Proceed with the Work shall be issued by the Design Professional after the execution of the Contract by the Owner. The Contractor shall begin and prosecute the Work uninterruptedly in a manner that will complete the Work within the time limits stated in the Contract.

13.3 **TESTS AND INSPECTIONS**

13.3.1 All materials and each and every part of the Work shall be subject at all times to inspection by the Owner, Design Professional, or the Inspector. The Contractor shall be held to the intent of the Contract Documents in regard to quality of materials, equipment, and workmanship, and the diligent execution of the Contract. The inspection may extend to and include plant, shop, or factory inspection of material furnished. The Contractor agrees to allow Federal or State inspectors, acting in an official capacity, to have access to the job site.

13.3.2 The Owner, Design Professional, ABA and the Inspector shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection for ascertaining if the Work as performed is in accordance with the requirements and the Contract Documents.

13.3.3 Inspectors shall only have authority to suspend any work in a life-threatening situation, which is being improperly done, subject to the final decision of the Owner or Design Professional. Inspectors shall have no authority to permit deviations, or to relax provisions of the Contract Documents without the written permission or instruction of the Owner, ABA or Design Professional, or delay the Contractor by failing to work with reasonable promptness.

13.4 **VERBAL AGREEMENTS**

13.4.1 No verbal objection, order, claim, or notice by any of the parties involved to the other parties shall affect or modify any of the terms or obligations contained in the Contract Documents. None of the terms or provisions of the Contract Documents shall be considered waived or modified unless the waiver or modification thereof is in writing, and agreed upon by the parties in the form of a Change Order approved by the Owner, Design Professional, Contractor and ABA, and no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE 14 -- TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 SUSPENSION OF WORK

- 14.1.1 The work or any portion thereof may be suspended at any time by the Owner provided that the Owner gives the Contractor written notice of the suspension. The notice shall set forth the date on which the work is to be suspended and the date on which the work is to be resumed. The Contractor shall resume the work upon written notice from the Owner within ten days after the date set forth in the notice of suspension.
- 14.1.2 The Owner will have the authority to suspend the work, wholly or in part, for such period of time as deemed necessary. The suspension may be due to unsuitable weather, or such other conditions as are considered unfavorable for the proper prosecution of the work, or the failure on the part of the Contractor to fulfill the provisions of the Contract. Failure to supply material, equipment, or workmanship meeting the requirements of the Contract Documents shall be just cause for suspension of the Work. The Contractor shall not have the right to suspend operations without the Design Professional or Owner's permission.

14.2 TERMINATION BY OWNER FOR CAUSE

- 14.2.1 The Owner will have the right to terminate the Contract upon giving ten days written notice of the termination to the Contractor and the Contractor's surety, in the event of any default by the Contractor and upon written notice from the Design Professional to the Owner that sufficient cause exists to justify such action. In the event of termination of the Contract, the Owner may take possession of the Work and of all materials, tools, and equipment and construction equipment and machinery thereon and may finish the work by whatever method he may select. If the Owner does not elect to use his own forces, the surety shall furnish a competent licensed contractor within 10 working days from the written notice to the surety.
- 14.2.2 It shall be considered a default by the Contractor whenever he shall become insolvent; declare bankruptcy assigns assets for the benefit of his creditors; fails to provide qualified superintendence, proper materials, competent subcontractors, competent workmen; fails to make prompt payments for labor, materials, or equipment; disregards or violates provisions of the Contract Documents; disregards the Owner's, Design Professional's, or ABA instructions; fails to prosecute the Work according to the approved schedule of completion, including extensions thereof as provided for by approved Change Orders; and fails to start the Work on the date established in the Notice to Proceed.

14.3 TERMINATION BY OWNER FOR CONVENIENCE

The Owner will have the right to terminate the Contract for Convenience and without cause upon giving ten days written notice of the termination to the Contractor and Contractor's surety and ABA. Once notice is received, the Contractor shall: cease all operations as indicated by the written notice and take necessary actions or at the Owner's direction as indicated by the written notice, for the protection and preservation of the work; and terminate existing subcontractors and purchase orders upon the effective termination date as indicated in the notice and not enter into any contracts involving subcontractors or purchase orders.

If the contract is terminated upon the convenience of the Owner, the Contractor is entitled to receive payment for the work executed and accepted by the Owner, and the overhead and profit credit amount of 7% of the work that was left to be performed in the contract.

ARTICLE 15 – ALTERNATIVE DISPUTE RESOLUTION

15.1 MEDIATION

- 15.1.1 In the event of any dispute regarding the Contractor and the Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party shall notify the ABA Construction Administrator in writing. The ABA Construction Administrator or his designee will then attempt to negotiate a settlement of the dispute between the parties.
- 15.1.2 If the ABA Construction Administrator, or designee, determines he is unable to negotiate a settlement between the parties, the parties may participate in mediation. A request for mediation must be made in writing to the Owner and the parties shall agree upon the location of the mediation. A Mediator mutually agreed upon by the parties shall conduct the mediation process. Mediation shall be voluntary, non-binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any mediation fees shall be borne equally between the parties. The parties shall coordinate mediation and the Owner shall notify ABA of any mediation prior to it taking place. ABA Administrator or his designee may view any and all mediation proceedings. Any settlements arising out of the mediation process must be approved by ABA.
- 15.1.3 Notwithstanding anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor, Architect, or Engineer interrupt the provision of services/performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by the Owner and approved by ABA or (b) the Agreement has been terminated by the Owner/ ABA. Nothing in these contract documents, including the use of mediation, shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof.

15.2. **ARBITRATION**

- 15.2.1 In the event of any dispute regarding the Contractor, and the Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party shall notify the ABA Construction Administrator in writing. The ABA Administrator or his designee will then attempt to negotiate a settlement of the dispute between the parties.
- 15.2.2 Claims, disputes and other matter in question between the parties may be decided by arbitration if the ABA Administrator, or designee, determines he is unable to negotiate a settlement (due to time or other reasons) between the parties, and/or the parties are unwilling to have ABA negotiate and/or the parties are unable to settle the dispute, and these issues were not resolved by voluntary mediation. Requests for arbitration must be made in writing to the Owner. The parties shall agree upon the Arbitrator, process and procedures and the location of arbitration. Arbitration while voluntary shall be binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any arbitration fees shall be borne equally between the parties. The parties shall coordinate arbitration and the Owner shall notify ABA of any arbitration prior to it taking place. ABA Administrator or his designee may view any and all arbitration proceedings.
- 15.2.3 Notwithstanding anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor, Architect, or Engineer interrupt the provision of services/performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by the Owner and approved by ABA or (b) the Agreement has been terminated by the Owner/ ABA. Any award rendered by the arbitrator shall be final. Nothing in these contract documents, including the use of arbitration, shall be construed to waive the sovereign immunity of the State of Arkansas or any entities thereof.

END OF DOCUMENT
DOCUMENT 00700

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SUPPLEMENTAL CONDITIONS
DOCUMENT 00800

1. **Limits of Work:** In addition to the requirements of Article 3.13 of Document 00700, limits of the dismantling/demolition Work are shown on the Project Manual and Drawings attached herein. Access to these excluded areas shown on the Drawing is not part of the Contract and not allowed. Special circumstances of the Work may require access in these areas. Written consent must be issued by Owner and received by the Contractor prior to entry into these areas. Entry without written consent is unauthorized and prohibited.
2. **Work Hours:** In addition to the requirements of Article 8.3 of Document 00700, the Work shall be conducted only during daylight hours Monday through Saturday. Special circumstances of the Work may require some minimal Work on Sundays and holidays. Contractor may request to work on those days, but no Work is permitted without written consent by Owner. Contractor's request must be received 96 hours in advance of any scheduled Sunday or holiday work.
3. **Priority of Work:** Prior to any materials leaving the site, the following tasks shall have been completed:
 - 3.1 The parts and equipment storage building must be "down" (i.e., down so as not to pose a falling hazard).
4. **Conflict and Precedence:** The Contract Documents are complementary and what is called for by one is as binding as if called for by all. In the event any conflicting provisions or requirements in the component parts of this Contract, the Contract Documents shall take precedence in the following order:
 - a) Change Orders/Field Orders/Supplemental Work Authorizations.
 - b) Agreement.
 - c) Instructions to Bidders.
 - d) Supplemental Conditions.
 - e) General Conditions.
 - f) Specifications.
 - g) Drawings.

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Whenever, on the Drawings or in Specifications, the terms or descriptions of various qualities of materials, workmanship, structures, processes, plant, or other features in this Contract are described in general terms, the meaning of fulfillment of which must depend on individual judgment, then all such cases the question of fulfillment of such Drawing or Specification requirements shall be decided by ADEQ or ADEQ representative and such material shall be furnished, such Work shall be performed, and such structures, process, plant, or feature shall be constructed, furnished, or carried on in full and completed in accordance with ADEQ or ADEQ's representative interpretation of the same, provided such interpretations are not in direct conflict with the Drawings or Specifications or generally accepted good engineering or construction practice.

5. **Authority of Dismissal/Contractor Personnel:** ADEQ or ADEQ representative shall at all times retain full authority to require the Contractor to remove from employment under this Contract any of the Contractor's employees, subcontractors, or subcontractor's employees who cause Contractor's non-compliance with any provision of this Contract, or who are determined to be unruly, argumentative or belligerent toward the public, or toward officers, and other contractors of ADEQ.
6. **Document 00700, Article 1.1.5:** add narrative. The definition of Drawings shall also include Figures.

7. **Document 00700, Article 2.1.2:** change narrative. Replace "Owner" with "Contractor".
8. **Document 00700, Article 2, Add Section 2.1.3:** "The Contractor shall secure all rights-of-way and agreements from adjacent properties for site access.
9. **Document 00700, Article 13.2.1:** add narrative. Include "express commercial carrier" as form of delivery for being considered served

END OF DOCUMENT

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INSURANCE REQUIREMENTS
Section 00825

ARTICLE 11 - INSURANCE AND BONDS

- 1 Subparagraph 11.1.1, add the following sentence:

The amount of such insurance shall be not less than the following or any limits required by law.

- 2 Subparagraph 11.1.2, add the following clause:

11.1.2.2 Worker's Compensation:

- | | |
|-------------------------|-----------------------------------|
| A. State: | Statutory |
| B. Applicable Federal | Statutory |
| C. Employer's Liability | \$ 100,000 per Accident |
| | \$ 100,000 Disease, Policy Limit |
| | \$ 100,000 Disease, Each Employee |

- 3 Subparagraph 11.1.3, add the following clause:

11.1.3.2 Commercial General Liability

General Aggregate:	\$ 2,000,000
Completed Operations to be maintained for one year after final payment:	\$ 250,000 Aggregate
Personal Injury	\$ 1,000,000 Each Occurrence
Each Occurrence Limit	\$ 1,000,000 Each Occurrence
Automobile Liability (including owned, non-owned, and hired vehicles)	\$ 1,000,000 Combined Single Limit
Umbrella Excess Liability	\$ 1,000,000

- 4 Subparagraph 11.1.4, add the following clause:

Owner's and Contractor's Protection Liability	\$ 1,000,000 Combined Single Limit
---	------------------------------------

5. Subparagraph 11.1.5 Builder's Risk and Fire Insurance, \$250.000

6. Contractor shall deliver to the Owner a copy of each insurance policy to the owner for his review and approval prior to the issuance of the Notice to proceed and any work being performed.

END OF DOCUMENT

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

☐ Yes ☐ No

SUBCONTRACTOR NAME:

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

1 For Individuals *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

2 For an Entity (Business) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

SECTION 00850

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

PAGE 1 OF 2

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ **Title** _____ **Date** _____

Vendor Contact Person _____ **Title** _____ **Phone No.** _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

***NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED**

SECTION 00850

PAGE 2 OF 2

**Wage Rates Requirements
Section 00865**

- A. The Contractor agrees to pay all prevailing hourly wage rates per the attached prevailing wage rate schedule, as follows, prescribed and mandated by the Arkansas Department of Labor, Decision No. _____ pursuant to Ark. Code Ann. §22-9-301 et seq.
- B. The Contractor is responsible for completing and returning the attached "statement of intent to pay prevailing wages" form, to the Arkansas Department of Labor, Prevailing Wage Division, 10421 W. Markham, Little Rock, AR 72205. This form must be submitted within 30 days of Notice to Proceed.

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SCOPE OF WORK
SECTION 01010

Intent of the Work

It is the intent of this Work to accomplish certain tasks at the abandoned Cedar Chemical property located in Helena-West Helena, Phillips County, Arkansas in order to reduce the hazards at the site and to generally clear a portion of the site. It is intended for this Scope of Work (SOW) to provide direction and outline the general elements of the Work requested by the Owner. This SOW is inclusive of all the Work to be accomplished under the Project Manual - Dismantling and Demolition - Parts and Equipment Storage Building (Drum Vault). It is also the intent of this Work to at all times be protective of human health and the environment during the course of dismantling and demolition.

Scope of Work

Presented herein is the SOW for the dismantling and demolition of the parts and equipment storage building (formerly the site maintenance building) and its foundation which contains drums of hazardous substances. At the time the site was abandoned the building was no longer being used as a maintenance building but rather a storage building for supply and equipment to support the chemical plant operations. Supplies and some equipment remain in the building. It is the intent of the Work to take the contents of the building (i.e., supplies, equipment, racks, shelving, tables and other items not permanently affixed to the building structure itself) and move them to the onsite large warehouse for storage. Encountered hazardous materials in the building contents will be excluded and will be properly disposed. It is the intent of the Work to test the building structure itself for hazardous substances. It is also the intent of the Work to provide for the dismantling, demolition, deconstruction, scrapping, and recycling of uncontaminated building components. It is also the intent of the Work to dispose of contaminated and non-salvageable building components in an appropriate and properly operated and permitted facility. Subsurface soil excavations will be prohibited. Concrete foundation structures shall only be removed to existing ground surface and to provide access to the drummed materials within the building foundation. The drummed materials and associated surrounding fill materials will be removed, analytically tested and disposed of in an appropriate and properly operated and permitted facility. After removal of the drummed waste and associated materials, it is the intent to backfill the area with "clean", compact soil fill and topsoil, and to establish vegetation over the disturbed areas.

The dismantling, demolition or deconstruction of the parts and equipment building, and the removal and disposal of the buried drums and associated materials should be accomplished in a safe and expedient manner. Site safety is the responsibility of the Contractor and the Owner shall be held harmless from any health and safety related claims.

Owner requires the Contractor to provide all labor, materials, equipment, services, facilities, and supervision required to complete the Work requested for the Dismantling and Demolition - Parts and Equipment Storage Building (Drum Vault). The Work shall basically include:

- a. Removal of all building contents, including but not limited to, new and used equipment parts and supplies, equipment and building maintenance supplies, any plumbing fixtures, electric components, and other items not permanently affixed to the structure. Moving the contents to the onsite large warehouse located at the south end of the property and storing contents there in an organized and easily retrieval fashion.
- b. Dismantling, demolition or deconstruction, loading, transportation, and salvage of building components. Loading, transportation and offsite disposal of non-salvageable and/or contaminated materials to appropriate and properly permitted disposal facility. Building components and equipment may include some asbestos containing materials and may require special handling and disposal methods. Electric transformers which may have to be moved for access may contain polychlorinated biphenyls (PCBs) and may require special handling and/or disposal methods and considerations.

- c. Demolition, excavation, loading, transportation and offsite disposal of all concrete slabs, walls, and foundations elements which extend above the surrounding ground surface.
- d. Removal and disposal of the drummed waste and associated materials within the foundation of the building in an appropriated and properly permitted disposal facility.
- e. Backfilling the excavation with "clean", compact soil fill material and topsoil, and establishing vegetation in all disturbed areas.

END OF SECTION

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REGULATORY REQUIREMENTS
SECTION 01060

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Acquire and maintain all necessary insurances and bonds as required under this Contract. Also acquire all licenses, permits and certifications prior to conducting the Work or a portion thereof which requires such permit, license or certification. Comply with applicable standards and requirements of government agencies, departments, commissions, incorporated cities, municipalities, or any other political subdivision with authority to govern the Work or a portion thereof.

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that regulations and requirements will be part of the Work and that compliance with such regulations and requirements shall be achieved and maintained. Except where otherwise required by applicable laws and regulations, the Owner shall not be responsible for monitoring Contractor's compliance with any laws or regulations.

1.03 SUBMITTALS:

- A. Contractor shall submit insurance certificates and bonding documents to the Owner during the contract procurement process.
- B. Contractor shall submit a copy of each permit, license and certification to the Owner prior to execution of the Work or a portion thereof.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall acquire and maintain the required insurance and bonding as specified in the Contract Documents.
- B. Contractor shall contact all necessary governing authorities prior to performing the Work or a portion thereof.
- C. Contractor shall acquire all necessary permits, licenses and certificates prior to performing the Work.
- D. Contractor shall acquire all permits for any temporary facilities or utilities, if necessary.

END OF SECTION

SPECIAL PROCEDURES AND SEQUENCE
SECTION 01100

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Proficient and expedient operation of the Work in a manner which will not pose any unacceptable risk to human health or the environment.
- B. Encountered hazardous materials or substances during the execution of the Work shall be handled and disposed of properly.
- C. Arrange for proper disposition of salvaged materials and proper disposal of any non-salvageable materials.
- D.. Execute the Work in a planned order and sequence

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that some hazardous materials or substances could be encountered during the execution of the Work, and that appropriate and proper response action will be required. Contractor should review the available project information at the location mentioned in these Contract Documents. It is also the intent of this section to notify the Contractor that a particular sequence of Work will be required. This requirement shall not imply any control of the Contractor's means or methods of performing the Work. The particular sequence outlined herein and the remainder of the Work shall be executed in an orderly and proficient manner.

1.03 SUBMITTALS

- A. Contractor shall submit a written plan of standard operating procedures relating to response actions taken when hazardous materials or substances are encountered.
- B. Contractor shall submit a list of facilities where salvaged and non-salvageable materials will be taken, and confirm in writing that the listed facilities are in compliance with applicable laws and regulations.
- C. Contractor shall submit a schedule and a sequence of the Work which specifically outlines which materials and buildings will be salvaged or disposed of and in what order.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall monitor the Work and be mindful of which particular portions of the Work where there is potential to encounter hazardous materials or substances.

- B. Contractor shall recognize when hazardous materials or substance are encountered and alter his means and methods to prevent the spread or release of such materials or substances.
- C. The Owner requires that the building structures itself be "downed" and on the ground prior to any salvaged material being removed from the site.
- D. Contractor shall only take materials to those locations and facilities listed in the submittal. If Contractor chooses to take materials to another facility or location, Contractor shall notify the Owner in writing and include confirmation that the facility is in compliance with applicable laws and regulations..

END OF SECTION

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MEASUREMENT AND PAYMENT
SECTION 01025

RELATED DOCUMENTS

All Contract Documents are related to the measurement and payment of the Work. Contract Documents include, but are not limited to, the Agreement, Purchase Order, General and Supplementary Conditions, Notice to Proceed, Change Order(s), Technical Specifications, Addenda, other documents listed or referred to in the Agreement, and modifications issued after execution of the Contract and signed by the Contractor and the ADEQ.

MEASUREMENT

Quantities and measurements supplied or placed in the Work and verified by the ADEQ or its representative shall determine payment.

PAYMENT

- A. Payment for each item of Work will include all labor, materials, tools, equipment, and incidentals necessary to complete the Work plus costs necessary for mobilization of personnel, equipment, supplies, and incidentals to and from the site. Each unit price or lump sum item shall include profit, overhead costs, and applicable taxes and all fees.
- B. Work described in the Specifications for which no item is listed for payment will be considered to be included in one of the items and included in the total Contract Price.
- C. Interim payments for lump sum items will be made in proportion to percentage of the Work completed as of the "end of pay period" in each monthly Pay Request.

=====

SCHEDULE ITEMS
Measurement and Payment

=====

- 1. Insurance, Permits, Licenses, Bonds:
 - a. Work Included: Acquisition of all required insurance and bonds, and local, state, and federal permits, licenses, and/or certifications applicable to the Work.
 - b. Measurement: Based on the Contractor's submittals of all certificates and/or proof of acquisition of each item.
 - c. Payment: At prorated lump sum amount over the Contract Time after verification and acceptance by the ADEQ.
- 2. Project Plans and Submittals:
 - a. Work Included: Preparation, submission, execution and maintenance of project plans and submittals
 - b. Measurement: Based on complete submitted plans and submittals.
 - c. Payment: Sixty percent (60%) lump sum upon the ADEQ's approval of the CQC Plan and SAP (see Section 01400), and forty percent (40%) prorated over the remaining contract time.
- 3. Content Relocation and Salvage of Building

- a. Work Included: Remove, transport, arrange, and store content of the parts and equipment storage building in the large onsite warehouse. Dismantle, test, and salvage the parts and equipment storage building.
 - b. Measurement: Completion of content relocation and building salvage.
 - c. Payment: Fifty percent (50%) lump sum after approval by ADEQ of the completion of content relocation and fifty percent (50%) lump approval by ADEQ after salvage of the parts and equipment storage building.
4. Demolition and Removal of Concrete Elements:
- a. Work Included: Demolish, test, and dispose of the concrete slabs, walls, foundations and other concrete elements associated with the parts and equipment storage building.
 - b. Measurement: Tons as documented concrete.
 - c. Payment: At unit price after verification and acceptance by ADEQ.
5. Waste Handling
- a. Work Included: Excavate, treat, test, temporarily store, transport and disposal of wastes associated with the Work.
 - b. Measurement: Tons of documented wastes disposed.
 - c. Payment: At unit price after verification and acceptance by ADEQ.
6. Backfilling and Grading:
- a. Work Included: Procuring, loading, transporting, placing, compacting, sampling, testing, and protecting against erosion suitable soil to bring the excavated area to six inches below finish grade. Finish grade shall be established as the general shape and contour of the site.
 - b. Measurement: Cubic yards based upon truck volumes
 - c. Payment: At unit price per cubic yard of fill material after verification and acceptance by the ADEQ.
7. Landscape Grading:
- a. Work Included: Procuring, loading, transporting, and placing suitable top soil to bring the excavated (and any other disturbed) area to finish grade. Finish grade shall be established as the general shape and contour of the site. Placing, spreading, compacting, sampling, testing, and protecting the top soil materials against erosion is also included.
 - b. Measurement: Cubic yards based upon truck volumes.
 - c. Payment: At unit price per cubic yard of top soil after verification and acceptance by the ADEQ.
8. Seeding:
- a. Work Included: Procuring, placing, installing (i.e., seeding and fertilizing), and establishing a vegetative cover over the excavated area and any other area(s) disturbed under this Work.
 - b. Measurement: Per 1,000 square feet based on applied and established vegetative cover area.

- c. Payment: At prorated lump sum amount, 75 percent (75%) upon application of vegetative cover after verification and accepted by the ADEQ; the remaining 25 percent (25%) upon the establishment of the vegetation and acceptance by the ADEQ.

END OF SECTION

DRAFT

CONTRACTOR QUALITY CONTROL
SECTION 01400

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Contractor shall maintain quality control over supervision, site conditions, suppliers, manufacturers, products, services, workmanship, and subcontractors to produce Work in accordance with Contract Documents.
- B. Contractor shall prepare and implement a CQC Plan.

1.02 RELATED SECTIONS OF TECHNICAL SPECIFICATIONS

Section 01410 – Testing Laboratory Services

1.03 SUBMITTALS - CQC PLAN AND SAP

A. Formulation, Submission, Details, and Acceptance of CQC Plan

1. Prior to beginning on-site work, the Contractor shall submit to the ADEQ for approval the CQC Plan and a SAP with which he intends to maintain quality control during progress of the Work. The CQC Plan shall be consistent with applicable requirements of the ADEQ Quality Assurance Project Plan (QAPP). The CQC Plan shall identify key personnel and establish procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable CQC Plan, the ADEQ may refuse to allow Dismantling and Demolition Work to start. In that event, the ADEQ may withhold funds from progress payments until such time as an acceptable final CQC Plan is submitted and approved.
2. The CQC Plan shall include, as a minimum, the following:
 - a. A description of the Contractor's control organization, including a chart showing lines of authority, and an acknowledgement that the CQC staff shall conduct inspections for all aspects of the Work specified and shall report to the Project Manager or someone higher in the Contractor's organization;
 - b. The name, qualifications, responsibilities, and authority of each person assigned a CQC function;
 - c. A copy of the letter to the CQC Manager, signed by an authorized official of the firm, which describes the responsibility of and delegates authority to the CQC Manager;
 - d. Procedures for scheduling and managing submittals, including those of subcontractors, fabricators, suppliers, and purchasing agents;
 - e. Control procedures to be promulgated;
 - f. Control testing procedures for each specific test; and
 - g. Reporting procedures including proposed reporting formats.
3. Acceptance of Plan: Acceptance of the CQC Plan by the ADEQ is required prior to the start of Dismantling and Demolition Work. Acceptance is conditional, and its

continuation will depend on satisfactory performance by the Contractor during the Work. The ADEQ reserves the right to require the Contractor to make changes in his CQC Plan and operations as necessary to obtain the quality specified, at no additional cost to the ADEQ.

4. Notification of Changes: After acceptance of the CQC Plan, the Contractor shall notify the ADEQ in writing of any proposed change, which will be subject to acceptance by the ADEQ.

B. Quality Control Organization

1. CQC Manager: The Contractor shall name an individual, within his organization, who will be responsible for overall management of the Contractor's Quality Control at the former site and who will have authority to act in all CQC matters for the Contractor. The CQC Manager shall be experienced in excavation and remediation and in the handling of hazardous materials and/or hazardous wastes and shall have appropriate professional credentials. His sole responsibility is to insure compliance with the Contract Documents. This person shall demonstrate his ability to perform the duties required of him to the satisfaction of the ADEQ and shall be physically at the Project site whenever work is in progress.
2. Personnel: The Contractor shall hire and maintain under direction of the CQC Manager a staff to perform all CQC activities. Personnel of this staff shall be qualified by experience and technical training to perform their assigned duties. Actual strength of the staff during any specific work period may vary to cover work needs.
3. The CQC Manager shall not be the Contractor's Project Manager, a superintendent, or act in any capacity of production oversight.
4. If the CQC Manager is to be absent from the site for a period exceeding three (3) days, the Contractor shall obtain a similarly qualified individual within two (2) days.

C. Formulation, Submission, Details, and Acceptance of SAP

1. Prior to beginning on-site work, the Contractor shall submit to the ADEQ for approval the SAP with which he intends to conduct the site sampling during progress of the Work, and which provides documentation of the overall sampling objectives, the rationale behind establishing objectives, the sampling locations, the methodologies and procedures, the analytical support activities, and all logistics behind execution of such SAP. If the Contractor fails to submit an acceptable SAP, the ADEQ may refuse to allow Dismantling and Demolition Work to start. In that event, the ADEQ may withhold funds from progress payments until such time as an acceptable final SAP is submitted and approved.
2. The SAP shall include, as a minimum, the following:
 - a. A description of the site and background information which supports to need for sampling.
 - b. A clear statement of objectives for the sampling activities so as to establish the goals and uses of the sample results.
 - c. An outline of the methods for choosing sample locations and media. This portion should expound upon the initial requires set forth in these

specifications and further refine the details of such sampling. The appropriate locations, numbers, media, and type of samples to be taken should be explained.

D. Implementation of CQC Plan and SAP

1. General
 - a. Comply with national industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship;
 - b. Provide qualified personnel to produce work of specified quality; and
 - c. Secure, protect, and maintain Work completed or in progress from damage during the progress of any remaining Work.
2. Preparatory Inspection: This shall be performed prior to beginning work on any definable segment of the Work. It shall include a review of Contract requirements; a check to assure that all materials and/or equipment are on hand and have been tested, submitted, and/or approved; a check to assure that provisions have been made to do required testing; examination of the work area to ascertain that all preliminary work has been completed (if necessary); and a physical examination of materials, equipment, and sample work to assure that they conform to approved drawings or submittal data (if necessary). The ADEQ shall be notified at least 24 hours in advance of the preparatory inspection and prior to commencement of the Work. The Contractor shall instruct each contributing worker as to the acceptable level of workmanship required in order to meet the Technical Specifications.
3. Initial Inspection: This shall be performed as soon as a representative portion of the particular segment of Work has been accomplished, and shall include examination of the quality of workmanship and materials, a review of control testing for compliance with Contract requirements, and inspection for omissions and dimensional requirements. The ADEQ shall be notified at least 24 hours in advance of the initial inspection, and such inspection shall be made a matter of record in the CQC documentation.
4. Follow-up Inspections: These shall be performed regularly to assure continuing compliance with the Contract requirements, including control testing, until Substantial Completion of the particular segment of the Work. Such inspection shall be made a matter of record in the CQC documentation. Final follow-up inspections shall be conducted and deficiencies corrected prior to final acceptance of segments of the Work.
5. Tests: A list of tests and the frequency of their performance, which the Contractor understands he is to perform and on which he is to submit reports, shall include, but is not necessarily limited to, the following:
 - a. Tests on samples collected in the air monitoring program;
 - b. Tests on surface/storm water samples collected once each day for two (2) days following each storm water runoff event;
 - c. Tests on samples of grading and earthwork for determination of density and moisture content (These are to be compared with control tests made by the same laboratory on the same materials for the purpose of

determining the maximum density and its optimum moisture content. These records shall be identified as to the location of each sample, referenced both to elevation and plan grid, as well as the date the sample was taken. One test shall be made for each 2,500 square yards of each "lift" of compacted fill. Each sample shall be considered to have passed the test if it shows 90% maximum density of standard proctor with $\pm 3\%$ of optimum moisture.); and

- d. Tests on areas that have been excavated to determine if soils with contaminants remain.

6. Laboratory Selection and Reporting

- a. Contractor shall procure the services of industry-recognized testing laboratories or may establish an approved testing laboratory at the project site. The laboratory must apply for and receive certification from the ADEQ to be acceptable for use on this Project.
- b. Prompt turn-around is required on all test analyses so as not to jeopardize conformance with the Project schedule. Turn-around time on air monitoring, soil samples, and water samples is not to exceed 72 hours.
- c. The Contractor shall submit the list of tests (mentioned in Item 1.03.D.5 above) and the frequency of their performance, as a part of the CQC Plan, to the ADEQ. The list shall give the test name, Technical Specification containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities and record and provide the following data:
 - 1. Verify that testing procedures comply with Contract requirements;
 - 2. Verify that facilities and testing equipment are available and comply with testing standards;
 - 3. Check test instrument calibration data against certified standards; and
 - 4. Verify that recording forms, including all of the test documentation requirements, have been prepared.

7. ADEQ Testing of Laboratory Capability

- a. Capability Check: The ADEQ shall have the right to check laboratory equipment in proposed laboratories for compliance with the standards set forth in the Contract and to check laboratory testing procedures and techniques.
- b. Capability Re-Checks: If the selected laboratory(ies) fails the capability check, the Contractor shall be assessed actual costs to reimburse the ADEQ for each succeeding re-check of the laboratory or the checking of a subsequently selected laboratory. Such costs shall be deducted from the amount due to the Contractor under the Contract.
- c. ADEQ's Use of Project Laboratory(ies): The ADEQ shall have the right to utilize the Contractor's control testing laboratory(ies) and equipment to make quality assurance tests and to check the Contractor's testing

procedures, techniques, and test results at no additional cost to the ADEQ.

8. Completion Inspection

Upon Substantial Completion of all Work or any segment thereof as referenced in the Contract Documents, the CQC Manager shall conduct a completion inspection of the Work and develop a "punch list" of items which do not conform to the approved Contract Documents. Such a list shall be included in the CQC documentation and shall include the estimated date by which the deficiencies will be corrected. The CQC Manager or his staff shall make a second completion inspection to ascertain that all deficiencies have been corrected, and will so notify the ADEQ. The completion inspection and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire Work, or any particular segment thereof if the Work is divided into segments with separate completion dates.

9. Documentation

The Contractor shall maintain current records of quality control operations, activities, and tests performed including the Work of suppliers and subcontractors. These records shall be in an acceptable form and shall indicate a description of the trades working on the projects, the number of personnel working, weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted along with corrective actions taken on current or previous deficiencies. Additionally, these records shall include evidence that required activities or tests have been performed, including but not limited to the following:

- a. Type and number of control activities and tests performed;
- b. Results of control activities or tests, including the nature of any defects, causes for rejection, and any other information related to deficient features; and
- c. Proposed remedies and/or accomplished corrections.

These records shall cover both conforming and defective features, and shall include a statement that supplies and materials incorporated in the Work (if any) comply with Contract requirements. Legible copies of these records shall be submitted to the ADEQ.

10. Notification of Non-Compliance

The ADEQ will notify the Contractor of any observed non-compliance with the requirements of this Section by the Contractor. If the Contractor fails or refuses to comply promptly, the ADEQ, at its discretion, may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for extra compensation costs and/or damages by the Contractor.

END OF SECTION

TESTING LABORATORY SERVICES
SECTION 01410

PART 1 GENERAL

1.01 WORK INCLUDED

Contractor shall provide testing laboratory services.

1.02 RELATED SECTIONS OF TECHNICAL SPECIFICATIONS

Section 01400 – Contractor Quality Control

1.03 QUALITY ASSURANCE (QA)

- A. The soils testing laboratory shall be selected on the basis of ANSI/ASTM D3740-01 "Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction."
- B. The chemical testing laboratory(ies) shall be selected on the basis of similar criteria for assurance of responsible and dependable sampling, testing, detecting, and identification of hazardous pollutants in air, water, soil, and other materials.
- C. Laboratories shall have been inspected within the preceding three year period by representatives of the Materials Reference Laboratory of the National Bureau of Standards (or other outside agency exercising comparable certification authority over testing laboratories). Certification of such inspections shall include statements of the calibration accuracy of all major items of testing equipment that will be utilized to assist in the control of excavation and remediation operations for this project. In addition, analytical laboratories shall obtain certification by the State of Arkansas for the analytical procedures required by the protocol.
- D. Soil testing laboratories shall be authorized/certified for operation in Arkansas, and each shall maintain an Arkansas-registered Professional Engineer responsible for direction and review of its services.
- E. The Contractor may, at his option and for his convenience, provide an on-site soils laboratory to help expedite earth work. Such laboratory shall meet all requirements of this Technical Specification.
- F. The ADEQ may inspect any laboratory utilized by the Contractor for the Work. The ADEQ reserves the right to require the Contractor to correct any laboratory QA deficiencies at no additional cost to the ADEQ. The Contractor shall submit, at the request of the ADEQ, documentation of remedies implemented to correct deficiencies. The ADEQ reserves the right to conduct QA checks as necessary at no cost to the ADEQ.
- G. All laboratories used will conform to the following:
 - 1. Have adequate QA/QC procedures, and
 - 2. Be certified for work with the State of Arkansas. Certification for analytical services is obtained through the ADEQ.

1.04 CONTRACTOR SUBMITTALS

- A. For each laboratory selected, and prior to beginning work on the Project, the Contractor shall submit to the ADEQ:
 - 1. Name, address, and telephone number of the laboratory, and the name(s) of full-time Arkansas-registered Professional Engineer(s);
 - 2. Copy of the most recent report of the laboratory facilities' inspection with memorandum of remedies of deficiencies reported by the inspection, if any; and
 - 3. Statement designating which tests are to be performed, and a schedule of the approximate times and frequencies for each type of sampling/testing.
- B. Laboratory Reports.
- C. Analytical Data Evaluation Reports.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Screen, select, and engage testing laboratories in accordance with Item 1.03, Quality Assurance, in this Section 01410 of Technical Specifications.
- B. Notify the ADEQ and the Laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- C. Arrange for timely arrival on the job site of Laboratory personnel (if necessary) for each required set of tests in each phase of work.
- D. Provide access to work to be inspected/tested, and furnish equipment and incidental labor to assist in obtaining, handling, transporting, and/or storing samples.
- E. Coordinate Laboratory sampling and testing with progress of the Project, and insure compliance with approved CQC Plan and Contract Documents.
- F. Deliver to Laboratory adequate quantities of samples which require testing.
- G. Contractor-selected testing laboratories and facilities must be acceptable to the ADEQ. That acceptance will be conditioned upon satisfactory performance. The ADEQ reserves the right to require changes when deemed necessary to obtain the quality of inspection, testing, and reporting it believes to be in the best interests of the ADEQ and the public, and to satisfy these Technical Specifications.
- H. Employment of independent testing laboratories shall in no way relieve the Contractor of any responsibilities with regard to testing laboratory services.
- I. Contractor shall accommodate split sampling with the ADEQ.
- J. Analytical results shall be submitted within the specified time frames.
- K. The Contractor shall submit Analytical Data Evaluation Reports to the ADEQ for approval. These approved reports shall be the basis for determining compliance with the analytical testing requirements of these Technical Specifications.
- L. Generate and provide the necessary documentation specified for sampling activities in the CQC Plan.
- M. Evaluate laboratory data from the Laboratory Reports for compliance with data quality objectives set forth in the CQC Plan. Prepare an Analytical Data Evaluation Report

describing the validity or invalidity of the samples based on this evaluation. The Analytical Data Evaluation Report shall contain the Laboratory Report as an attachment and shall be submitted to the ADEQ for approval. The approved Analytical Data Evaluation Report shall be the basis for determining compliance with the analytical testing required in these Technical Specifications.

- N. Inform the ADEQ of QA difficulties associated with samples and present recommended solutions to the difficulties for approval, as soon as possible. Document the difficulty, the recommended solution, and the approved solution.

1.06 TESTING LABORATORY LIMITATIONS

- A. Laboratories may not alter, revoke, or enlarge on requirements of Contract Documents.
- B. Laboratories shall not assume any duties of the ADEQ or the Contractor, such as:
 - 1. Accept or reject any portion of the Work;
 - 2. Issue Stop Work orders;
 - 3. Issue Resume Work Authorizations; and/or
 - 4. Authorize or require changes in Work procedures.

1.07 LABORATORY RESPONSIBILITIES

- A. Test samples submitted by the Contractor and prepare reports according to the following schedule:
 - 1. Chemical analytical results for soil and/or water samples shall be submitted within 72 hours of sampling;
 - 2. Soil testing results (e.g., density, moisture, etc.) shall be submitted within one (1) week after sampling; and
 - 3. An Analytical Data Evaluation Report shall be submitted within one (1) week after the first chemical analytical results are submitted.
- B. Perform inspection, sampling, testing, and reporting in accordance with these Technical Specifications and industry standards, both off-site and on-site after due notice.
- C. Confirm compliance of materials and performance with requirements of Contract Documents, and notify the Contractor and the ADEQ of compliance or the converse.
- D. Perform such additional inspections, tests, and reports as may be required by the ADEQ.

1.08 LABORATORY REPORTS

- A. After each inspection and test, submit promptly four (4) copies of each report promptly to the ADEQ and as many copies to the Contractor as he requires.
- B. Reports shall include: date, project title and number, name of inspector, date and time of sampling or inspection, identification of Project and Section of the applicable Technical Specification(s), location in the Project, type of test or inspection, results of test(s), and conformance with Technical Specifications.

1.09 SCHEDULE OF TESTS AND INSPECTIONS

- A. The approved CQC Plan and individual Sections of the Technical Specifications shall determine the types and frequencies of tests and inspections.
- B. Project requirements determined by the Contractor and the ADEQ will determine the times and numbers of tests and inspections.

END OF SECTION

DRAFT

STORM WATER SEDIMENT CONTROL
SECTION 01560

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Contractor shall identify the areas where sediment laden runoff resulting from storm water could leave the site, and install perimeter controls to minimize the potential for off-site sedimentation.

1.02 RELATED WORK

- A. Section 02075 - Demolition and Removal of Concrete Elements
- B. Section 02223 – Backfilling
- C. Section 02920 – Landscape Grading
- D. Section 02930 - Seeding

1.03 INTENT:

- A. It is the intent of this section to minimize/eliminate off-site migration of sediment by installing perimeter storm water sediment control measures.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Silt Fences. Silt fence material must be a synthetic fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn. Fabric should have ultraviolet ray inhibitors and stabilizers to provide for a minimum useful construction life of 6 months or the duration of the construction.
- B. Straw Bale Barriers

PART 3 EXECUTION

3.01 GENERAL

- A. Prior to installation of storm water sediment controls, post the required storm water permit notice at the site. This storm water permit shall be part of fulfilling the requirements in the Bid Item 1 and can be obtained from ADEQ - Water Division. Maintain the construction site notice throughout the duration of the project.

3.02 SILT FENCE AND BALE INSTALLATION

- A. Install sit fence parallel to the contour of the land.
- B. Extend ends upslope to allow water to pond behind fence.
- C. Excavate a trench 4-inches wide, 8-inches deep.
- D. Install fence with posts on the down slope side.
- E. Place 12-inches of fabric in the trench, extending the bottom four inches toward the upslope side.
- F. Join silt fence sections by using a wrap joint.
- G. Backfill trench with soil materials and compact.
- H. If needed use straw bale barriers in conjunction with silt fence.

3.02 MAINTENANCE

- A. Maintain all storm water sediment control practices until the grading activities are completed and the site vegetation is established.
- B. Inspect the control practices a minimum of twice a week and after each storm event, making any needed repairs immediately.
- C. Toward end of each workday, sweep or scrape up any soil tracked onto roadway(s). Do not flush area with water.
- D. Once the vegetation is well established, remove any remaining temporary erosion and sediment control practices.

END OF SECTION

DRAFT

DECONTAMINATION
SECTION 02045

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Decontamination of salvage structural elements and demolished elements, if required, prior to removal from the site. These include, but are not necessarily limited to the following:
Parts and Equipment Storage Building.
Any associated tanks, vessels, furnaces, pumps, compressors, fans.
Any associated piping, valving, conduits.
Building foundations.

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that some hazardous materials or substances could be encountered during the execution of the Work, and that appropriate and proper decontamination procedures required, where appropriate.. Contractor should review the available project information at the location mentioned in these Contract Documents. It is also the intent of this section to notify the Contractor that a particular sequence of Work should be employed to minimize the hazard exposure potential to workers and environmental. This requirement shall not imply any control of the Contractor's means or methods of performing the Work.

1.03 SUBMITTALS

- A. Prior to beginning Work, Contractor shall submit a written plan of standard operating procedures relating to decontamination of equipment and related components of the Work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall monitor the Work and be mindful of which particular portions of the Work where there is potential to encounter hazardous materials or substances.
- B. Contractor shall recognize when hazardous materials or substance are encountered and alter his means and methods to prevent the spread or release of such materials or substances.
- C. Decontamination shall be accomplished using high pressure hot water and/or steam wash with detergent as required.
- D. Waste used for decontamination shall be collected and disposed of in the existing onsite wastewater treatment facility.

- E. Other fluids collected during the Work shall be disposed of in the onsite wastewater treatment facility.
- F. Decon water and other fluids shall be sampled for pesticides and herbicides, recorded and submitted to the Owner.
- G. Any solids generated from the decontamination procedures shall be collected and disposed of with the excavated drummed waste materials.

END OF SECTION

DRAFT

CONTENT RELOCATION AND SALVAGE OF BUILDING
SECTION 02050

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Remove building contents and transport them to the onsite large warehouse. Arrange and store contents in the warehouse in an organized and easily retrievable fashion.
- B. Dismantle, test, demolish or deconstruct and salvage one (1) onsite metal framed, sheet metal buildings and ancillary support equipment.

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that one (1) building located on the property shall be dismantled, demolished, or deconstructed and salvaged. The contents of structure shall be removed to the onsite warehouse and the structure itself torn down in a safe and expeditious manner.

1.03 SUBMITTALS

- A. Contractor shall keep daily activity records of the Work performed and submit the daily records once per week. Daily activity records shall include, in part, a summary of weather conditions, a summary of all tasks performed, a list of analytical samples taken and tests, man power and equipment use summary, and any special conditions encountered during the execution of the Work.
- B. Contractor shall submit a written list each calendar week of materials hauled offsite and the destination of such materials. A separate list shall be submitted for materials salvaged and for materials disposed of.
- C. Contractor shall submit copies of weight and sales tickets for salvage and non-salvage materials each week.
- D. If required to decontaminate the building materials prior to salvage, Contractor shall submit for approval a method for steel surface decontamination.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Prior to beginning work on the structure, the building contents shall be removed and transported to the onsite large warehouse at the south end of the site. The contents shall be stored in the warehouse in a location(s) designated by the Owner, and the contents shall be organized and arranged neatly in an order that allows easy retrieval.

- B. Contractor shall not removed any salvageable material from the site until the building have been torn down and no longer pose a falling hazard.
- C. Contractor should be mindful that hazardous materials or substance may be encountered during the execution of the Work. Asbestos may be present in and around the building. If the Contractor encounters such materials or substances or suspects materials may contain such hazardous materials or substances, then Contractor's response procedures should be implemented and followed.
- D. Contractor shall dismantle, demolish or deconstruct the structures following all applicable safety standards and regulations.
- E. Execution of the Work shall not cause damage or undo harm to any person or to the environment.
- F. Contractor shall not disturb other parts of the site without written permission of the Owner. Any disturbance of the grounds outside the general area of the building shall be restored. Any disturbance without written permission shall be promptly repaired at no cost to Owner.
- G. Contractor shall keep daily activity records which include weather conditions (minimum and maximum temperature, wind conditions, sky conditions, precipitation, etc..), how many people and how many work hours, and what elements of the Work were performed, what type of equipment was used and how many hours, what kind of special site conditions were encountered, what kind of special procedures were used, what kind of special equipment was used and was it rented or owned.
- H.. Contractor shall record the amount of salvaged materials. The amount of non-salvageable materials disposed of shall also be recorded.
- I. During the execution of the Work any activities which create a nuisance or disturbance to adjacent land owners, whether by noise, dust or other cause, shall be remedied immediately.

END OF SECTION

DEMOLITION AND REMOVAL OF CONCRETE ELEMENTS
SECTION 02075

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Demolish, possible testing, and dispose of the concrete slabs, walls, foundations and other concrete elements which extend above the adjacent ground surface associated with the parts and equipment storage building

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that the building's concrete walls, foundation and other concrete elements which extend above the adjacent surrounding ground surface shall be demolished and disposed of offsite.

1.03 SUBMITTALS

- A. Contractor shall keep daily activity records of the Work performed and submit the daily records once per week.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall demolish all concrete slabs, walls, foundation and other concrete elements which extend above the adjacent surrounding ground surface by jack hammer, hoe-ram, jaw crusher or other suitable means
- B. Demolition activity shall not produce excess dust. If significant amounts of dust or air borne particulates are generated during the demolition, Contractor shall implement measures to reduce the emissions.
- C. Contractor shall not leave any concrete reinforcing steel exposed in the area from which the concrete was removed. Reinforcing steel shall be cut flush with the remaining concrete element.
- D. Contractor shall not leave any concrete reinforcing steel, which still might be attached to the rubble, in a position which would cause or could cause personal injury or equipment damage.
- E. Concrete rubble shall be securely loaded and transported offsite to an appropriate and properly permitted disposal facility. Note that the disposal facilities often require analytical testing prior to disposal.

- F. During the execution of the Work any activities which create a nuisance or disturbance to adjacent land owners, whether by noise, dust or other cause, shall be remedied immediately.

END OF SECTION

DRAFT

BACKFILLING AND GRADING
SECTION 02223

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Procurement, excavation, loading and transportation to the site suitable backfill materials of the types required to bring the excavated area up to finished grade. Finished grade will be established the general shape and contour of the site to provide positive surface drainage and prevent ponding.
- B. Placing, spreading, controlling thickness, compacting, sampling, testing, and protecting against erosions and drying-out of each "lift" of backfill.

1.02 INTENT

- A. It is the intent of this section to notify the Contractor that the area of the removed building and waste shall be backfilled with suitable soil fill materials and compacted to adequately support construction equipment and possible future building construction.

1.03 QUALITY ASSURANCE

A. Materials Quantity Control

- 1. Contractor shall locate supply sources for each type of fill material, obtain representative samples of each type, and have a testing laboratory make required tests to confirm their physical and analytical quality and suitability.
- 2. Quality and suitability of the soils proposed for the various uses shall be determined by results of the following laboratory tests performed on their samples.

Physical tests

- a. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil Aggregate Mixtures.
- b. ASTM D2216 - Method for Laboratory Determination of Moisture Content of Soil, Rock and Soil Aggregate Mixtures.
- c. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- d. ASTM D2922 - Test Method for Density of Soil and Soil Aggregate In-Place by Nuclear Methods.
- e. ASTM D3017 - Test Method for Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods.

Analytical test series

- f. EPA SW-846, Method 6010B - Inductive Coupled Plasma-Atomic Emission Spectrometry.
- g. EPA SW-846, Method 8081A - Organochlorine Pesticides by Gas Chromatography.
- h. EPA SW-846, Method 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography.
- i. EPA SW-846, Method - 8260B - Volatile Organic Compounds by Gas Chromatography/Mass Spectrometry.
- j. EPA SW-846, Method - 8270C - Semivolatile Organic Compounds by Gas Chromatography/Mass Spectrometry.

3. Quality and suitability of backfill materials imported to the site shall be re-checked, using the methods named above, at any time there is a noticeable change in appearance, consistence, color, moisture content or other characteristic; or as required by the Design Professional.

B. Construction Quality Control for All Backfill

Physical testing

1. ASTM D2922 and ASTM D3017 - 1 test per lift per 2500 square feet, minimum 3 per lift.
2. ASTM D2216 - 1 test per week for confirmation of nuclear density moisture content results.
3. ASTM D4318 - 1 test per 500 cubic yards of placed backfill
4. ASTM D698 - 1 test for each type of backfill material
5. Continuous visual inspection and checking of lift thickness, surface appearance, and speed with which the compaction equipment "walks up out of the lift".
6. Scarification of surface or preceeding lift, (and light watering if required) before placing more fill.

Analytical testing

7. Analytical testing shall be 1 series of tests per each source of borrow soil material. In-lieu of analytical testing Contractor may certify the borrow material supply is from a source that is has previously been undisturbed/unaltered, or documented "clean" through previous sampling.

1.04 SUBMITTALS

- A. Location and samples of proposed materials scheduled for backfill.
- B. Results of all laboratory and field tests of soils samples and of samples collection forms shall be submitted to the Design Professional

PART 2 PRODUCTS

2.01 FILL FOR GENERAL GRADING

- A. Fill for general grading, for filling of low areas of the site, and for constructing any temporary surface elements (e.g., storm water controls) may be any material of low to moderate permeability (CL,CH or SC) which is compactable, and which does not contain hazardous substances and is from an approve source.

2.02 TOPSOIL

- A. Topsoil cover is specified elsewhere in these specifications.

PART 3 EXECUTION

3.01 GENERAL - APPLICABLE TO ALL FILL AND BACKFILL

- A. Preparation
 1. Before beginning backfill, remove any soft or spongy areas, and compact subgrade as for backfill.

2. Verify that ground is not frozen, and is free of debris, snow, and ice.
3. Process all cohesive fill materials to remove "secondary structures", such as clod sizes 3 inches or larger, lenses, and anything that would create structural discontinuities.

B. Placement and Compaction

1. Spread each lift to maximum loose thickness of 9 inches.
2. Compact structural backfill to 90% of maximum density at a moisture content of plus or minus 3 percent optimum moisture content (ASTM D698).
3. Grade and compact each lift to obtain positive storm water drainage and so not to create "ponding".
4. Scarify or wet fill area before starting work each day. Surface should be homogeneous, free from dessication or wet spots.
5. Proper care shall be taken in order not to damage any monitoring well casings and risers located in the limits of the work. Fill areas adjacent to the any wells will be hand compacted.

3.02 MATERIAL LOGISTICS

- A. Maintain closely coordinated control over the excavation, loading, transporting, dumping, spreading, compacting, sampling and testing of each fill operation.
1. Provide a sufficient number of transport vehicles (and other items of earth moving equipment) such that break-downs will not delay backfilling, or necessitate intermittent operations.
 2. Check thickness of lifts, make tests, and take samples at times and locations that will not endanger personnel, but will be representative of materials be sampled.
- B. Coordinate backfilling and waste excavation/removal such as to leave a minimum amount of excavated area exposed, while not generating interference between the two activities.
- C. Maintain some additional soil material of medium to low permeability onsite for emergency cover and runoff/runoff surface water controls.

WASTE HANDLING
SECTION 02225

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. All waste excavation, treatment, testing, temporary storage, transportation and disposal
- B. Procurement, transportation, storage, handling, installation and operation of equipment and materials necessary to conduct the Work.
- C. All decontamination waste handling and disposal.

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that the drummed waste buried in the foundation of the parts and equipment storage building shall be excavated, transported and disposed of offsite in a n appropriate and properly permitted disposal facility.

1.03 SUBMITTALS

- A. Contractor shall keep daily activity records of the Work performed and submit the daily records once per week. Activity records should include weather conditions (minimum and maximum temperature, wind conditions, sky conditions, precipitation, etc..), how many people and how many hours worked and what elements of the Work performed, what type of equipment was used and how many hours used, what kind of special site conditions were encountered, what kind of special procedures were used, and what kind of special equipment used.
- B. Contractor shall submit a written list each calendar week of materials hauled offsite and the destination of such materials.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall handle all wastes in a manner which minimizes wind and water erosion, leachate generation from rainfall and spillage.
- B. Spillage occurring during truck loading and/or transferring shall be minimized and cleaned/removed immediately.

3.02 DRUMMED WASTE AND ASSOCIATED MATERIALS

- A. The area beneath the slab of the parts and equipment storage building shall be clearly delineated by the Contractor in accordance with these Contract Documents and his own health and safety plan.
- B. The area shall be secured from runoff and runoff of stormwater. All stormwater within the excavation area shall be managed as hazardous. Stormwater entering the excavation area due to failure of controlling runoff or runoff shall be managed at no expense to the Owner.
- C. Excavation of the drummed waste and associated fill materials shall continue until the supporting concrete slab is encountered beneath the drums.
- D. The supporting concrete slab beneath the shall be scraped clean and decontaminated with a high pressure spray/steam/wash system and the appropriate detergent/solvent. This wash water shall be collected and transported to the onsite wastewater treatment plant.
- E. In order to minimize the amount of open excavation, the Contractor will backfill the excavated area promptly after approval by the Owner.
- F. A minimum of level of personal protection will be designated by the Contractor's Health and Safety Officer and will be used for all contaminated waste handling until the backfill work has been complete.

3.03 DECONTAMINATION WASTES

- A. Prior to beginning the Work the Contractor shall set up a decontamination area to be use for the remediation equipment and other components of the Work. Water used during the decontamination shall be collected, and disposed of onsite in the existing wastewater treatment facility under the coordination and direction of the Owner or his representative.

END OF SECTION

OFFSITE TRANSPORTATION AND DISPOSAL
SECTION 02260

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Furnishing suitable transport vehicles, each with experienced driver, in sufficient numbers and with adequate reserves, to transport from this work site contaminated materials to designated disposal facilities.
- B. Furnishing fuels, lubricants, tires, parts, repairs and all services to maintain owned transportation fleets, if utilized, including meals and lodging and other driver expense items necessary to perform the Work.
- C. Obtaining and paying for all transportation related liability insurance, and all federal, State and local permits and licenses required.

1.02 INTENT:

- A. It is the intent of this section to notify the Contractor that the drummed waste buried in the foundation of the parts and equipment storage building and other contaminated materials designated in these Contract Documents be transported and disposed of offsite.
- B. It is also the intent of this section to notify the Contractor that other non contaminated materials, once verified and documented clean, shall be salvaged or disposed of offsite.
- C. Contaminated decon wastewater and other fluids required to be collected and designated for onsite disposal are not part of this section.

1.03 SUBMITTALS

- A. Prior to transporting any materials offsite, submit to the Owner:
 - 1. Copies of required insurance.
 - 2. Copies of government permits and licenses.
- B. During the course of the Contract, submit as documentations for each payment the following:
 - 1. Copies of way-bills appropriately signed and identified.
 - 2. Copies of weigh-in/weigh-out tickets with driver name, truck identifications, date and time.
 - 3. Copies of manifests returned from the disposal facility, if applicable.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 DRIVER TRAINING

- A. Contractor shall meet with all drivers and transportation subcontractors before any offsite disposal begins for instructional briefing to cover:
1. Onsite routing, including instructions on avoiding damage to existing site improvements.
 2. Weigh-in/weigh-out (and tickets).
 3. Way-bills.
 4. Stops for cargo compartment lining.
 5. Stops for folding up, and for sealing up liners.
 6. Stops for tarping.
 7. Stops for decontamination.
 8. Safety and health measures, and wearing of appropriate personal protective equipment.
 9. Other special instructions.
- B. Contractor shall make written record of meeting; have records duplicated, and hand out copy to each driver.

3.02 NOTIFICATION OF DISPOSAL FACILITY

- A. For hazardous materials transportation, Contractor shall establish procedures and designate personnel to be responsible for notifying the disposal facility upon departure of each transport vehicle from the site, giving as a minimum, the name of the driver, the truck identification, the designation of the materials in the load, and the estimated time of arrival at the disposal facility.

3.03 DEMURRAGE

- A. Transportation demurrage costs at the disposal facility will be borne by the Contractor and are not cost reimbursed by the Owner.

3.04 TRANSPORTATION

- A. Load limitations shall not exceed those mandated by the laws of the states in which the waste will travel through.
- B. All loads must be tarped according to the state regulations. Load limitations may be imposed by the Design Professional based upon Contractor's ability to transport waste without spillage.
- C. Fines, tickets, court citations and any other costs associated with the transportation of the waste shall be borne by the Contractor.
- D. Proposed transportation route and any alternate routes will be submitted and approved by the Design Professional.

END OF SECTION

LANDSCAPE GRADING
SECTION 02920

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Finish grading of subsoil to the general slopes and contours of the site.
- B. Placing, compacting, and grading of topsoil to the general shape and contours of the site to provide surface drainage which does not cause water ponding.
- C. Seeding, fertilizing, and establishing a natural grass cover over the graded and disturbed areas of the site.

1.02 RELATED SECTIONS OF TECHNICAL SPECIFICATIONS

Section 02220 – Filling and Grading
Section 02930 – Seeding

1.03 PROTECTION

All site fences, gates, and living trees and shrubs shall be protected from damage during landscaping operations unless otherwise authorized by the land owner and the ADEQ.

1.04 INTENT

It is the intent of the specification to give requirements for final grading such that there will be no standing water on the site and the site will have adequate surface drainage. Natural grass seed shall then be used to reestablish vegetation on the site. The Contractor shall maintain the site, watering as necessary, until the cover has been reestablished.

PART 2 PRODUCTS/MATERIALS

Topsoil shall be a friable, loamy material, with sufficient organic matter content to support healthy growth of a vegetative cover. Low soluble salts content, and favorable pH range shall also be conducive to growth.

PART 3 EXECUTION

3.01 TOPSOIL PLACEMENT

- A. Take care not to rut or scar compacted and surveyed surfaces.
- B. Spread and grade topsoil, then compact lightly, making allowance for reduction of thickness due to compaction and for a thickness of six (6) inches.
- C. Contractor shall re-survey in order to calculate quantities for payment and to verify that the finished surface conforms to the general shape and contours required so that rain water will not pond, and erosion will not form washes and gullies.

END OF SECTION

SEEDING
SECTION 02930

PART1 GENERAL

1.01 WORK INCLUDED

- A. Seeding
- B. Fertilizing
- C. Mulching
- D. Maintenance

1.02 RELATED SECTIONS OF TECHNICAL SPECIFICATIONS

Section 02220 – Filling and Grading
Section 02920 – Landscape Grading.

1.03 MAINTENANCE SERVICE

Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing conditions for 30 days.

PART 2 PRODUCTS

2.01 SEED MIXTURE

- A. Seed Mixture:
 - 1. Bermuda Grass Seed: 100 percent (Summer Application)
 - 2. Cereal Rye Grain Seed: 100 percent (Winter Application)
- B. Hulled Bermuda Grass seed (Cynodon Dactylon) must be at least 98 percent pure live seed having not less than a 90 percent germination rate.
- C. Cereal Rye Grain Seed must be at least 98 percent pure live seed having not less than a 90 percent germination rate.

2.02 ACCESSORIES

- A. Fertilizer: FS 0-F-241, Type 1, Grade A; recommended for grass, with fifty percent of the elements derived from organic sources; to the following properties: nitrogen 16 percent, phosphoric acid 20 percent, soluble potash 0 percent.
- B. Water: Clean fresh and free of substances or matter which could inhibit vigorous growth of grass.
- C. Mulch: Stalks or stems of oats, rye rice, wheat or other approved straw, or hay, free from mold, Johnson grass or other noxious weeds. It is to be applied at a rate of 100 pounds per 1,000 square feet.

PART 3 EXECUTION

- A. Apply Bermuda Grass Seed at a rate of 1 lb. per 1,000 sq. feet. Apply Cereal Rye Grain Seed at a rate of 1 lb. per 1,000 sq. feet. Rake in lightly. Do not seed area in excess of that which can be mulched on the same day.

- B. Do not sow immediately following rain, or when ground is too dry, or during windy periods.
- C. Roll seeded area with roller not exceeding 112 lbs.
- D. Apply fertilizer in uniform application of 5 lbs. per 1,000 sq. feet.
- E. Immediately following seeding, compacting, and fertilizing, apply mulch to a thickness of 1/8 inch.
- F. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.04 MAINTENANCE

- A. Water to prevent grass and soil from drying out.
- B. Roll surface to remove minor depressions or irregularities.
- C. Immediately reseed areas which show bare spots.

3.05 SCHEDULE

Seed, mulch, and fertilizers shall be applied to all areas to be graded.

END OF SECTION

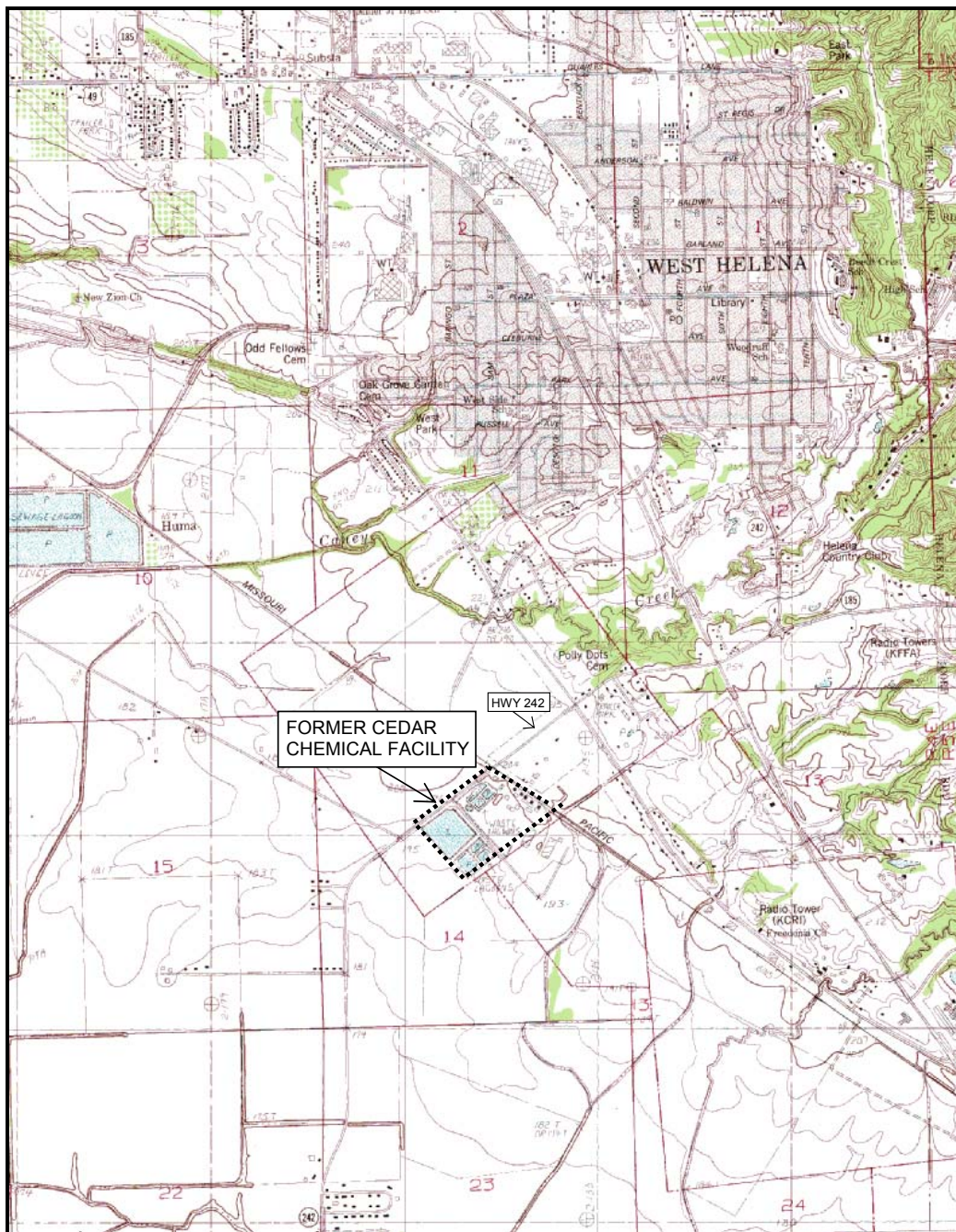


FIGURE 1 VICINITY MAP

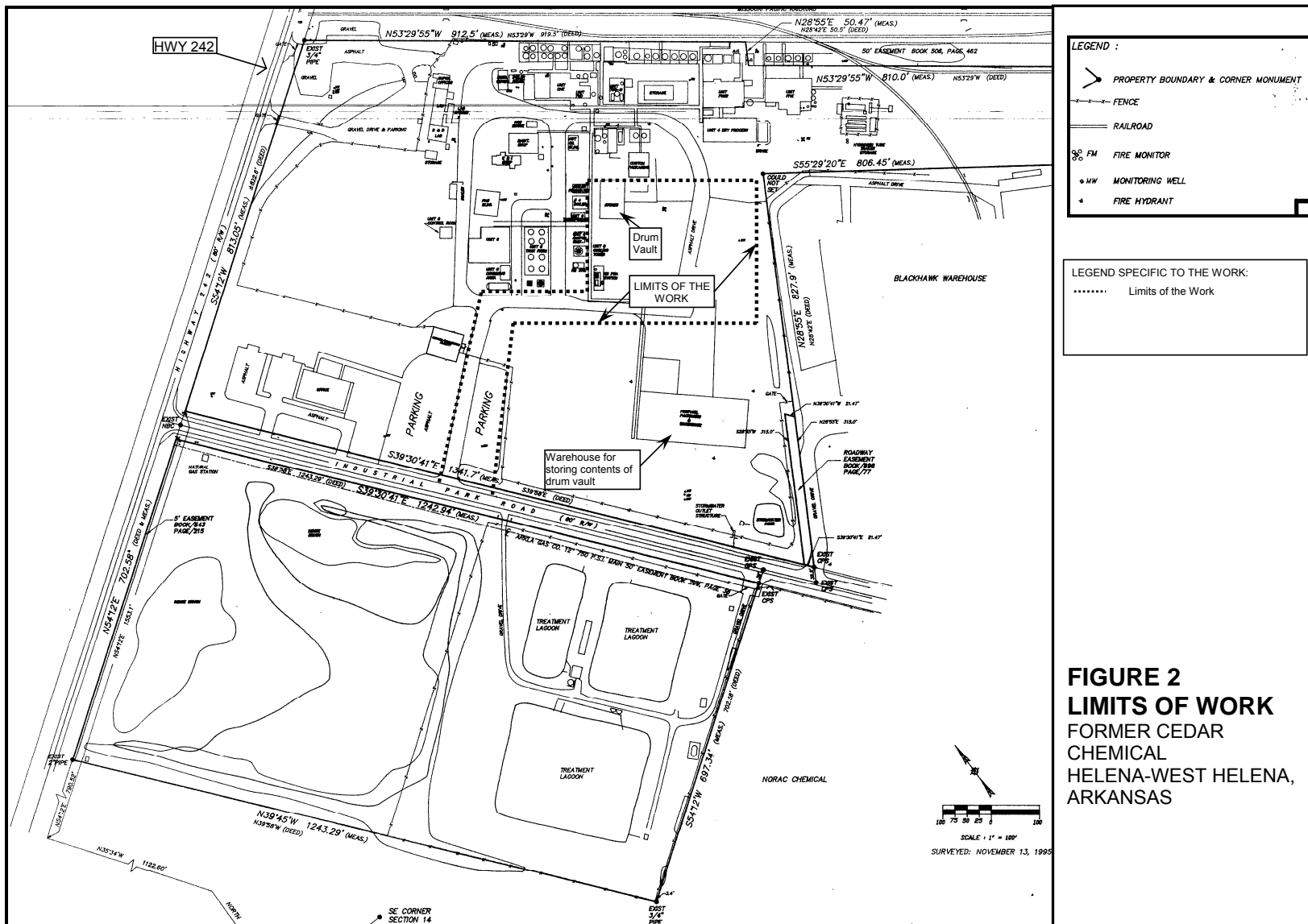


FIGURE 2
LIMITS OF WORK
 FORMER CEDAR
 CHEMICAL
 HELENA-WEST HELENA,
 ARKANSAS

DRAFT